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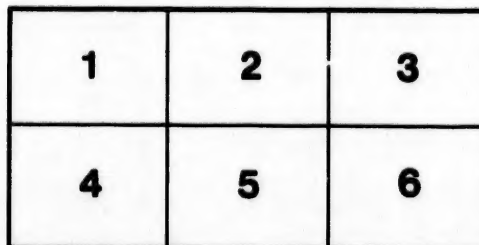
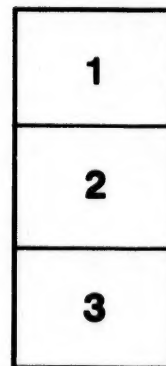
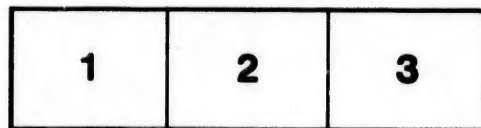
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BEHRING SEA CLAIMS COMMISSION.

APPENDICES

TO

RECORD OF EVIDENCE

APPENDIX "A."

PLEADINGS.

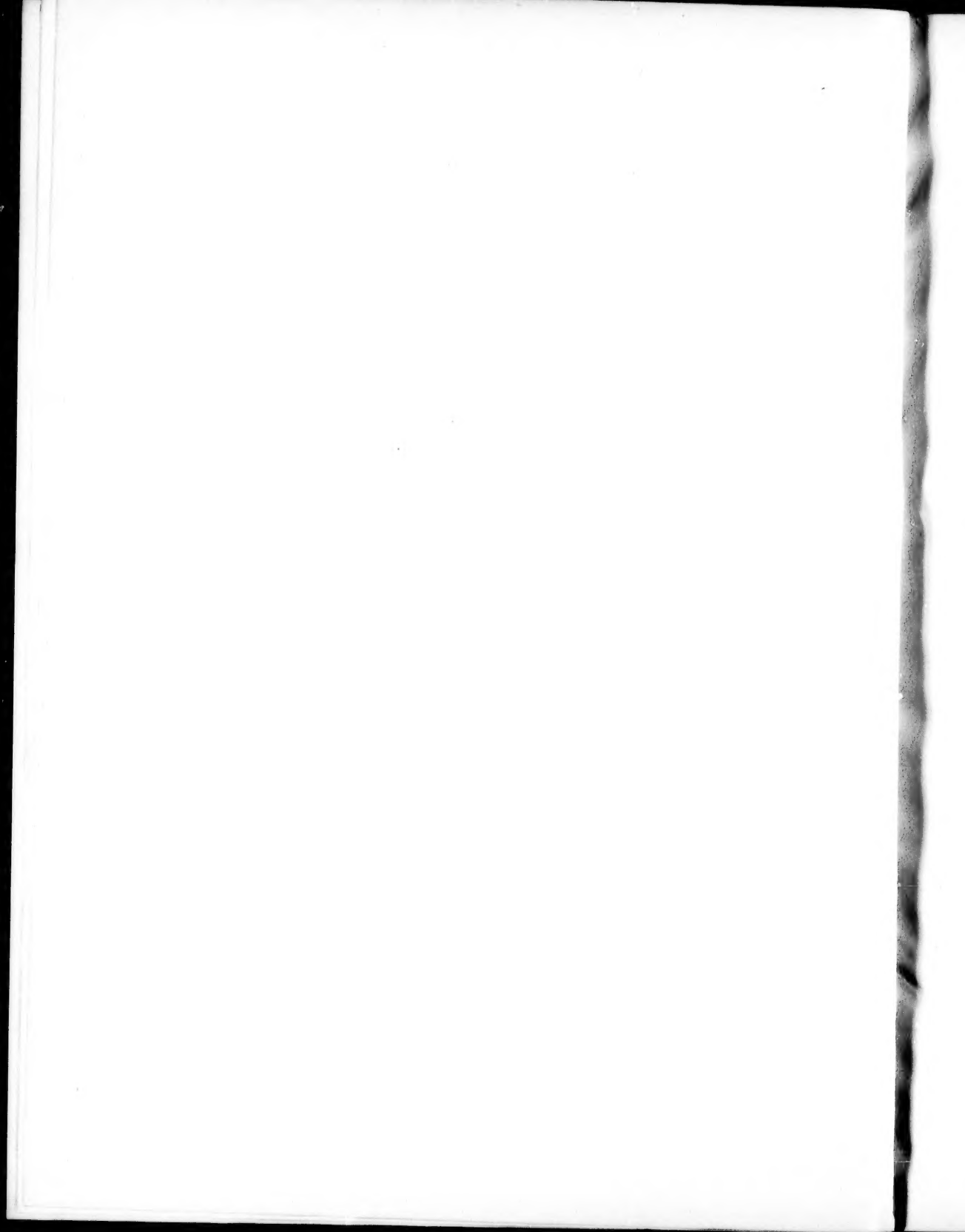
APPENDIX "B."

EXHIBITS.

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APPENDIX "A."

PLEADINGS.

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APPENDIX "A."

Commissioners under the Convention of February
8, 1896, between Great Britain and the
United States of America.

PLEADINGS.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "CAROLENA."

OL. I. A. No 1

Filed November 24, 1896.

1. The "Carolina" was a British schooner registered at the Port of Victoria, British Columbia.
2. On or about the 20th May, 1886, the "Carolina" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was James Ogilvie; her mate was James Blake. She carried a crew of nine sailors and hunters, and was fully equipped for said voyage, and for the hunting and capture of seals.
3. On the 1st day of August, 1886, whilst in the Behring Sea, in north latitude 55.50, west longitude 168.53, and distant about seventy miles from the nearest land, the "Carolina" being then lawfully engaged in the taking of seals at that place, was seized by the United States revenue cutter "Corwin."
4. The "Carolina" was towed by said cutter to Unalakleet and there dismantled, and such proceedings were afterwards had and taken in the United States District Court of Alaska, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel, outfit and cargo were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and detained under such condemnation until after the month of December, 1887, when the return of the said schooner was offered but not accepted on the ground that the vessel had been practically wrecked in the meantime.
5. By reason of the premises further prosecution of the said sealing voyage during the year 1886 was wholly prevented, and the owner of said schooner was also prevented from using her for the purposes of seal hunting during the year 1887, as he otherwise would have done; and finally the said schooner, her tackle, apparel, outfit and cargo, were wholly lost to those interested in the same, and other loss, damage and expense were suffered and incurred by the persons so interested.
6. Under the facts as found in the award of the Paris Tribunal of Arbitration, the said seizure, condemnation and detention were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the

(Claim No. 1.)

Government of Her Britannic Majesty for all loss thereby sustained.

7. The claim made for the loss arising out of the premises is the sum of \$30,000 and interest thereon from the date of loss at the rate of seven per centum per annum.

8. In addition to the above, a further amount is claimed for the improper arrest, imprisonment and detention by the United States authorities of James Ogilvie and James Blake, as master and mate respectively of the said schooner.

9. James Ogilvie, on the arrival of the schooner at Ounaslaska, was placed under arrest, taken to Sitka, and there charged before the United States District Court of Alaska with a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Before the trial he was suffered to wander into the woods, where he was found dead.

10. James Blake, on the arrival of the "Carolena" at Ounaslaska, was placed under arrest, taken to Sitka, and there charged before the said court with a similar violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and on such charge was found guilty and condemned to pay a fine of \$300 and to be imprisoned at Sitka for the space of thirty days, which term of imprisonment he underwent.

11. At the expiration of such term of imprisonment the said James Blake was released, but was then wholly without means of subsistence, and no provision was made by the said authorities for his return to his home. The said James Blake subsequently found his way back to Victoria after incurring great hardship and loss in so doing.

12. Under the above-mentioned finding of facts, the arrest, imprisonment and detention of the said James Ogilvie, and the arrest, imprisonment, detention and condemnation of the said James Blake were illegal, and Her Britannic Majesty claims that full and complete compensation should be made in the premises by the Government of the United States of America to the Government of Her Britannic Majesty.

13. The claim made for the wrongs aforesaid to James Ogilvie is the sum of \$2,500, with interest from 1st August, 1886, at seven per centum per annum.

14. The claim made for the wrongs aforesaid to James Blake is \$2,500, with interest from the 1st August, 1886, at the rate of seven per centum per annum.

50 ANSWER OF THE UNITED STATES.

Filed November 28, 1896

1. They admit that on or about August 1st, 1886, at a distance of about seventy-five miles from the nearest land, the said vessel, the "Carolena," was seized by the United States revenue cutter "Corwin," and that said seizure was made in Bering Sea and was ratified and adopted by the Government of the United States.

60 But it is averred on the part of the United States, that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that, before, at the time of, and after the seizure of the said vessel,

(Claim No. 1.)

the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, were possessed and owned by a citizen or citizens of the United States and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4 and 5 in the said claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 5 in said Claim, the United States will submit to the High Commissioners and will insist that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners of the vessel, her outfit, apparel and cargo, as of the time of said seizure; and that in any event the damages therein suggested and claimed are of the nature of prospective profits and speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 7 as having arisen out of the said seizure is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of James Ogilvie and James Blake, persons employed upon said vessel at the time of her seizure, the United States admit the arrest as stated, but deny the imprisonment and statements of fact incident thereto as detailed in the statement of the British Claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon, and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damages to be considered, in case of any liability on the part of the United States for such arrests and detentions, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 1, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea

(Claim No. 1.)

Claims Convention, to enquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such enquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that
10 as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of facts therein contained.

6. Her Britannic Majesty further submits that, according
20 to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
STEAM SCHOONER "THORNTON."

CLAIM No. 2.

Filed November 24, 1896.

10

1. The "Thornton" was a British steam schooner registered at the Port of Victoria, British Columbia.

2. On or about the 16th May, 1886, the "Thornton" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Hans Guttormsen, and her mate was Harry Norman. She carried a crew of thirteen men, and was fully equipped for said voyage and for the hunting and capture of seals.

20

3. On the 1st August, 1886, whilst in the Behring Sea, in north latitude 55.45; west longitude 168.44, and distant about seventy miles from the nearest land, the "Thornton" being then lawfully engaged in the taking of seals at that place, was seized by the United States revenue cutter "Corwin."

30

4. The "Thornton" was towed by the said cutter to Unalak and there dismantled, and such proceedings were afterwards had and taken in the United States District Court of Alaska, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel outfit and cargo, were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and detained under such condemnation until after the month of December, 1887, when the return of the said schooner was offered, but was not accepted, on the ground that the vessel had been practically wrecked in the meantime.

40

5. By reason of the premises further prosecution of the said sealing voyage for the year 1886 was wholly prevented, and the owner of said schooner was also prevented from using her for the purpose of seal hunting during the year 1887, as he otherwise would have done, and finally the said schooner, her tackle, apparel, outfit and cargo, were wholly lost to those interested in the same.

50

6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the seizure, condemnation and detention of the said schooner was without warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss thereby sustained.

7. The claim made for the loss arising out of the premises is the sum of \$32,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

8. In addition to the above a further amount is claimed for the improper arrest, imprisonment and detention by the United States authorities of Hans Guttormsen and Harry Norman, as master and mate respectively of the said schooner.

60

9. Hans Guttormsen, on the arrival of the "Thornton" at Unalak, was placed under arrest, taken to Sitka, and there charged before the said court with a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and on such charge was found guilty and condemned to pay a fine of \$500 and to be imprisoned at Sitka for a space of thirty days, which term of imprisonment he underwent.

10. Harry Norman, on the arrival of the "Thornton" at Unalak, was placed under arrest, taken to Sitka, and there

(Claim No. 2.)

charged before the said court with a similar violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and on such charge was found guilty and condemned to pay a fine of \$300 and to be imprisoned at Sitka for a space of thirty days, which term of imprisonment he underwent.

11. At the expiration of such term of imprisonment the said
 10 Hans Guttormsen and Harry Norman were released, but were then wholly without means of subsistence, and no provision was made by the said authorities for the return of the said Hans Guttormsen and Harry Norman to their homes; and they subsequently found their way back to Victoria after incurring great hardship and loss in so doing.

12. Under the above-mentioned findings of fact, the arrest, imprisonment and detention of the said Hans Guttormsen and Harry Norman were illegal, and Her Britannic Majesty claims that full and complete compensation should be made
 20 in the premises by the Government of the United States of America to the Government of Her Britannic Majesty.

13. The claim made for the wrongs aforesaid to Hans Guttormsen is the sum of \$2,500, with interest from the 1st August, 1886, at seven per centum per annum.

14. The claim made for the wrongs aforesaid to Harry Norman is \$2,500, with interest from the 1st August, 1886, at the rate of seven per centum per annum.

30

ANSWER OF THE UNITED STATES.

Filed November 28, 1896.

1. They admit that on or about August 1st, 1886, at a distance of about seventy-five miles from the nearest land, the said vessel "Thornton" was seized by the United States revenue cutter "Corwin," and that said seizure was made in
 40 Behring Sea and was ratified and adopted by the Government of the United States.

But it is averred on the part of the United States, that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said
 50 statutes.

2. The United States aver that, before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.
 60

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, and 5 in the said claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 5 in said Claim, the United States will submit to the High Commissioners and will insist

(Claim No. 2.)

that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners, of the vessel, her outfit, apparel and cargo, as of the time of said seizure, and that in any event the damages therein suggested and claimed are of the nature of prospective profits or speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 7 as having arisen out of the said seizure is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of Hans Guttormsen and Harry Norman, persons employed upon said vessel at the time of her seizure, the United States admit the arrests as stated, but deny the imprisonment and the statements of facts incident thereto as detailed in the statement of the British Claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damage to be considered, in case of any liability on the part of the United States for such arrests and detentions, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this claim.

REPLY OF HER BRITANNIC MAJESTY.

40

Filed December 1, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to enquire as to her ownership, the said finding of acts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such enquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

(Claim No. 2.)

6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for Compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "ONWARD."

CLAIM No. 3.

Filed November 24, 1896

10

1. The "Onward" was a British schooner registered at the Port of Victoria, British Columbia.

2. On or about the 10th day of June, 1886, the "Onward" sailed from the West Coast of Vancouver Island, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Daniel Munro and her mate was John Margotich. She carried a crew of twenty sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.

20

3. On the 2nd day of August, whilst in the Behring Sea, in north latitude 54.32, and west longitude 167.55, and distant about 115 miles from the nearest land, the "Onward" being then lawfully engaged in the taking of seals at that place, was seized by the United States revenue cutter "Corwin."

30

4. The "Onward" was towed by the said cutter to Unalakaska, and there dismantled, and such proceedings were afterwards had and taken in the United States District Court of Alaska, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel, outfit and cargo, were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and detained under such condemnation until after the month of December, 1887, when the return of the said schooner was offered, but not accepted, on the ground that the vessel had been practically wrecked in the meantime.

40

5. By reason of the premises further prosecution of the said sealing voyage during the year 1886 was wholly prevented, and the owner of said schooner was also prevented from using her for the purpose of seal hunting during the year 1887, as he otherwise would have done; and finally the said schooner, her tackle, apparel, outfit and cargo, were wholly lost to those interested in the same, and other loss, damage and expenses were suffered and incurred by the persons so interested.

50

6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said seizure, condemnation and detention were without warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss thereby sustained.

7. The claim made for the loss arising out of the premises is the sum of \$29,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

60

8. In addition to the above, a further amount is claimed for the improper arrest, imprisonment, condemnation and detention by the United States authorities of Daniel Munroe and John Margotich, as master and mate respectively of the said schooner.

9. Daniel Munroe, on the arrival of the "Onward" at Unalakaska, was placed under arrest, taken to Sitka, and there charged before the United States District Court of Alaska with a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and

(Claim No. 3.)

on such charge was found guilty and condemned to pay a fine of \$500 and to be imprisoned at Sitka for a space of thirty days, which term of imprisonment he underwent.

10 10. John Margotich, on the arrival of the "Onward" at Ounalaska, was placed under arrest, taken to Sitka, and there charged before the said court with a similar violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and on such charge was found guilty and condemned to pay a fine of \$300 and to be imprisoned at Sitka for the space of thirty days, which term of imprisonment he underwent.

11. At the expiration of such term of imprisonment the said Daniel Munroe and John Margotich were released, but were then wholly without means of subsistence, and no provision was made by the said authorities for the return of the said Daniel Munroe and John Margotich to their homes; and they subsequently found their way back to Victoria after incurring great hardship and loss in so doing.

18. Under the above-mentioned findings of fact, the arrest, imprisonment and detention and condemnation of the said Daniel Munroe and John Margotich were illegal, and Her Britannic Majesty claims that full and complete compensation should be made in the premises by the Government of the United States to the Government of Her Britannic Majesty.

13. The claim made for the wrongs aforesaid to Daniel Munroe is the sum of \$2,500, with interest from the 2nd day of August, 1886, at the rate of seven per centum per annum.

14. The claim made for the wrongs aforesaid to John Margotich is the sum of \$2,500, with interest from the 2nd day of August, 1886, at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

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Filed November 28, 1896.

1. They admit that on or about August 2nd, 1886, at a distance of about one hundred and fifteen miles from the nearest land, the said vessel "Onward" was seized by the United States revenue cutter "Corwin," and that said seizure was made in Behring Sea and was ratified and adopted by the Government of the United States.

50 But it is averred on the part of the United States, that the said seizure was made in good faith by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that, before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, and 5 in the said Claim of Her

(Claim No. 3.)

Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 5 in said Claim, the United States will submit to the High Commissioners and will insist that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners, of the vessel, her outfit, apparel and cargo, as of the time of said seizure; and that in any event the damages therein suggested and claimed are of the nature of prospective profits and speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 7 as having arisen out of the said seizure is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of Daniel Munroe and John Margotich, persons employed upon said vessel at the time of her seizure, the United States admit the arrests as stated, but deny the imprisonment and the statements of fact incident thereto as detailed in the statement of the British Claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damages to be considered, in case of any liability on the part of the United States for such arrests and detentions, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 1, 1906.

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to enquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such enquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage

(Claim No. 3.)

was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

10 6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING FROM THE WARNING OUT OF
THE BEHRING SEA OF THE SCHOONER "FA-
VOURITE."

CLAIM No. 4.

Filed November 24, 1896.

- 10 1. The "Favourite" was a British schooner registered at the Port of Victoria, British Columbia.
2. Towards the end of May, 1886, the "Favourite" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Alexander McLean. She carried a crew of twenty-three sailors and hunters, besides her master and mate, and was fully equipped for said voyage, and for the hunting and capture of seals.
- 20 3. On the second day of August, 1886, whilst in the Behring Sea, in North Latitude 54:32, and West Longitude 167:55, and distant about one hundred and fifteen miles from the nearest land, the "Favourite" being then lawfully engaged in the taking of seals at that place, was hailed by the United States revenue cutter "Corwin," who had then in tow the seized schooners "Thornton" and "Carolena," and ordered to cease sealing and leave Behring Sea forthwith, under threat that she would be seized if she did not comply with such order.
- 30 4. The master of the "Favourite," in order to avoid seizure, and believing that if he remained in Behring Sea his vessel and crew would be taken as threatened by the commander of the "Corwin," and for no other reason, at once made all sail and left the Behring Sea.
5. By reason of the premises the further prosecution of the said sealing voyage during the year 1886 was wholly prevented, and other loss and damage was suffered by those interested in said voyage and schooner.
- 40 6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the ordering of the said schooner "Favourite" out of the Behring Sea by the United States revenue cutter "Corwin," was without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss thereby sustained.
- 50 7. The claim made for the loss arising out of the premises is the sum of \$7,000, with interest thereon from the date of loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed November 28, 1896.

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1. They admit that on or about August 2, 1886, at a distance of about one hundred and fifteen miles from the nearest land, the "Favourite" was hailed by the United States revenue cutter "Corwin" and warned to cease sealing in Behring Sea and ordered to leave Behring Sea, and that the "Corwin" was a public armed vessel of the United States, acting under the instructions of that Government to seize all vessels engaged in killing fur seal in Behring Sea after giving

(Claim No. 4.)

due notice, and that the "Favourite," when warned and notified, was engaged in fur sealing or prosecuting a voyage for that purpose, and that the action of the said "Corwin" in so warning and notifying the said "Favourite" was adopted by the Government of the United States. But it is averred on the part of the United States, that the said warning and notice were given in good faith by officers of the United States, within the line of their duty, under the authority and mandate of the municipal laws of the United States, and such warning and notice were adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

2. The United States aver that before, at the time of, and after the said warning and notice to the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, and 5 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable authentic proofs before the High Commissioners.

4. The United States further reply, as to paragraph numbered 5 of the said Claim, that the said sealing voyage of the "Favourite" was not wholly prevented by the said warning and notice and that no loss or damage was suffered by those interested in the said voyage and the said schooner.

5. The United States does not admit any liability on this Claim.

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REPLY OF HER BRITANNIC MAJESTY.

Filed December 8, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to enquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such enquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo, or as to whether her voyage

(Claim No. 4.)

was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE ORDERING FROM
BEHRING SEA OF THE SCHOONER "BLACK DIA-
MOND."

CLAIM No. 5.

Filed November 24, 1896.

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1. The "Black Diamond" is a British schooner, registered at the port of Victoria, British Columbia.

2. In the month of February, 1886, the "Black Diamond" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. She carried a crew of four seamen and sixteen Indian hunters, besides her master and mate, and was fully equipped for the hunting and capture of seals.

20 3. The "Black Diamond" lawfully pursued the object of her voyage, namely, the capture of fur seals, until the 1st day of July, 1886, when she entered the port of Unalaska. At this port the United States Collector of Customs gave the master verbal orders to leave Behring Sea and cease sealing therein, claiming that the Behring Sea belonged exclusively to the United States of America.

4. After the said warning the "Black Diamond" continued seal hunting in Behring Sea until the 2nd day of August, on which day her master was informed, as the fact was, that 30 three schooners had been seized by the United States cutter "Corwin" for sealing in Behring Sea, and that they had been towed to Unalaska.

5. By reason of such information, and in pursuance of the orders received from the Collector of Customs at Unalaska, the master of the "Black Diamond," fearing, and having reason to fear, that his schooner would be seized by order of the Government of the United States of America, if he continued to hunt in the Behring Sea, and for no other reason, sailed 40 from Behring Sea for Victoria, and abandoned his voyage.

6. By reason of the premises the further prosecution of the said sealing voyage during the year 1886 was wholly prevented, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

7. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the ordering of the schooner "Black Diamond" out of Behring Sea by the United States authorities was without any warrant or right according to the principles of international law, and Her Britannic Majesty claims 50 that full and complete compensation should be made by the Government of the United States to the Government of Her Britannic Majesty for all loss sustained thereby.

8. The claim made for the loss arising out of the premises is the sum of \$7,500, and interest thereon from the date of loss at the rate of seven per centum per annum.

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MOTION TO DISMISS.

The counsel of the United States, distinguishing this claim from Claim No. 15, which is filed before the Commissioners in respect of the vessel of the same name, identified as having been "warned" on July 11, 1889, move the High Commissioners to dismiss from consideration the demand of the Govern

(Claim No. 5.)

ment of Great Britain embraced and described in Claim No. 5 as above described and specified.

The grounds of the foregoing motion are that as to said claim in whole or in part:

1. No question of fact involved therein was submitted to the Tribunal of Arbitration constituted under the Treaty concluded at Washington on the 29th of February, 1892, between the United States and Great Britain in accordance with Article VIII. of the said Treaty.

2. The said Claim No. 5 was not embraced in the Schedule of the British case, pages 1 to 60, inclusive, as presented to the said Tribunal of Arbitration.

3. It was not included or referred to in Article IX of the Award of the said Tribunal of Arbitration.

4. It was not embraced in the Convention between the United States and Great Britain for the settlement of claims presented by Great Britain against the United States, in virtue of the Treaty of February 20th, 1892, which Convention was ratified by the President of the United States, April 23rd, 1896, and by Her Britannic Majesty, May 14th, 1896, and under which the High Commissioners were appointed.

5. And the said Claim No. 5, in behalf of Great Britain, claiming compensation from the United States, did not arise by virtue of the Treaty aforesaid or of the Award and findings of the said Tribunal of Arbitration, and is not an additional claim specified in the fifth paragraph of the preamble to the said Convention, and is not in the list of the claims intended to be referred, appended to said Convention, pointed out as the claims intended to be referred in Article 1 of said Convention.

(Signed.)

(Signed.)

DON M. DICKINSON,
ROBERT LANSING,
Counsel for the United States.

40 Commissioners under the Convention of February 8, 1896, between
Great Britain and the United States of America.

Chambers of the Legislative Assembly,

At Victoria, B. C. January 23, 1897.

It is stipulated and agreed by Counsel for Her Britannic Majesty and the United States, subject to the sanction of the Commissioners, that the Claim No. 5, resting on the alleged warning of the schooner "Black Diamond" in 1886, and the personal claim of James Gaudin included in Claim No. 11, may be proceeded with by the Commissioners for the purpose of reporting facts and conclusions to our respective Governments for their information, separately from other claims:

Provided, however, that the question of jurisdiction of the Commissioners under the Convention, in respect of sail claims, shall remain undecided, but the Commissioners, in their discretion, may report their opinion on that question; counsel intending to prejudice in no way whatever their respective Governments in above matters.

(Signed.)

(Signed.)

DON M. DICKINSON,
Counsel for the United States.
FREDERICK PETERS,
Counsel for Great Britain.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "W. P. SAYWARD."

CLAIM No. 6.

Filed November 24, 1896.

- 10 1. The "W. P. Sayward" was a British schooner registered at the Port of Victoria, British Columbia.
2. On the 16th day of May, 1887, the "W. P. Sayward" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was George E. Ferey and her mate was Andrew Lalng. She carried a crew of twenty-three sailors and hunters, and was fully equipped for the said voyage and for the hunting and capture of seals.
- 20 3. On the 9th day of July, 1887, whilst in Behring Sea, in latitude 54.43 north, and longitude 167.51 west, and distant about 59 miles from the nearest land, the "W. P. Sayward," being then lawfully engaged in the taking of seals in that place, was seized by the United States revenue cutter "Rush."
4. The "W. P. Sayward" was towed by the said cutter to Unalakaska, and from thence was ordered by the authorities of the United States Government to be sent to Sitka, together with all her crew, in charge of an officer from the said cutter "Rush."
- 30 5. At Sitka such proceedings were afterwards had and taken in the United States District Court of Alaska, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel, outfit and cargo, were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and detained under such condemnation until the 15th day of May, 1888, when she was released upon giving bonds for the prosecution of an appeal against the said condemnation to the Supreme Court of the United States of America.
- 40 6. By reason of the premises the further prosecution of the said sealing voyage during the year 1887 was wholly prevented, and the owner of the said "W. P. Sayward" was also deprived of the use of the said vessel after the closing of the sealing season of 1887 until the commencement of the sealing season of the year 1888, during which time she could and would have been profitably employed if she had been in possession of her owner. He was also prevented from fitting her out in time to undertake a sealing voyage during the year 1888, as he otherwise would have done.
- 50 7. When the "W. P. Sayward" was released as aforesaid she was greatly deteriorated in value by reason of her treatment during detention, and her outfit and part of her cargo were entirely lost to those interested in the same, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.
8. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said seizure, condemnation and detention were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States to the Government of Her Britannic Majesty for all loss thereby sustained.
- 60 9. The claim made for the loss arising out of the premises is the sum of \$31,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

(Claim No. 6.)

10. In addition to the above a further amount is claimed for the improper arrest, imprisonment and detention by the United States authorities of George E. Ferey and Andrew Laing, master and mate respectively of the said schooner.

11. George E. Ferey, when the said schooner was seized, was placed under arrest and was held under such arrest until the arrival of the "W. P. Sayward" at Sitka, where he was taken before a judge of the United States District Court of Alaska and bound over to appear for trial on the 22nd day of August then instant, on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance the said George E. Ferey appeared before the said court on the 22nd day of August, and continued to do so from day to day until the 9th day of September, when without having been tried on such charge, or any other charge, he was unconditionally released.

12. Andrew Laing, when the said schooner was seized, was placed under arrest, and was held under such arrest until the arrival of the "W. P. Sayward" at Sitka, where he was taken before a judge of the United States District Court of Alaska, and bound over to appear for trial on the 22nd day of August then instant, on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said Andrew Laing appeared before the said court on the 22nd day of August aforesaid, and continued to do so from day to day until the 9th day of September, 1887, when, without having been tried on such charge or any other charge, he was unconditionally released.

13. Under the above-mentioned findings of fact, the arrest, imprisonment, binding over and detention of the said George E. Ferey and Andrew Laing were illegal, and Her Britannic Majesty claims that full and complete compensation should be made in the premises by the Government of the United States of America to the Government of Her Britannic Majesty.

14. The claim made for the wrongs aforesaid to George E. Ferey is the sum of \$2,000 with interest from the 9th day of July, 1887, at the rate of seven per centum per annum.

15. The claim made for the wrongs aforesaid to Andrew Laing is the sum of \$2,000, with interest from the 9th day of July, 1887, at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed November 30, 1896.

1. They admit that on or about July 9, 1887, at a distance of about fifty-nine miles from the nearest land, the said vessel, the "W. P. Sayward," was seized by the United States cutter "Rush," and that said seizure was made in Behring Sea and was ratified and adopted by the Government of the United States.

But it is averred on the part of the United States that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.



(Claim No. 6.)

2. The United States aver that before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and, further, that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraph numbered 2, 3, 4, 5, 6, 7 and 8 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 6 in said claim, the United States further reply: they admit that the further prosecution of the sealing voyage of the said "W. P. Sayward" for the year 1887 was prevented by said seizure, but do not admit that the owner of the said vessel was deprived of the use of the said vessel thereafter, or was prevented from fitting her out in time to undertake a sealing voyage thereafter, as alleged in said paragraph; and as to paragraph 7, the statements therein are denied.

5. The United States aver that for such loss as did accrue on account of said seizure the statement of the amount of the damages in said claim is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of George E. Ferey and Andrew Laing, persons employed upon said vessel at the time of her seizure, the United States admit the arrests as stated, but deny the imprisonment and the statements of facts incident thereto as detailed in the statement of the British claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damages to be considered, in case of any liability on the part of the United States for such arrests and detentions, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this Claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 1, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said

(Claim No. 6.)

finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that, even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend
10 as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if
20 proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
STEAM SCHOONER "ANNA BECK."

CLAIM No. 7.

Filed November 24, 1896.

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1. The "Anna Beck" was a British steam schooner registered at the Port of Victoria, British Columbia.

2. On the 21st day of March, 1887, the "Anna Beck" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Louis Olsen and her mate was Michael Keefe. She carried a crew of twenty-one sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.

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3. On the 2nd day of July, 1887, whilst in Behring Sea, in Latitude 54.58 north, and Longitude 167.26 west, and distant about sixty-six miles from the nearest land, the "Anna Beck" being then lawfully engaged in the taking of seals at that place, was seized by the United States revenue cutter "Rush."

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4. After such seizure the "Anna Beck" was, by the authority of the commander of the said cutter, taken to Ounalaska and there given in charge of the authorities of the United States Government, and such proceedings were afterwards had and taken in the United States District Court of Alaska, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel, outfit and cargo were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and was detained under such condemnation until the 26th day of March, 1889, when she was sold by authority of the United States Government under the said condemnation, her cargo, supplies and outfit having been previously disposed of by direction of the said Government.

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5. By reason of the premises the further prosecution of the said sealing voyage during the year 1887 was wholly prevented, and the owner of the said schooner "Anna Beck" was also deprived of the use of the said vessel after the closing of the sealing season of 1887 until the commencement of the sealing season of the year 1888, during which time she could and would have been profitably employed if she had been in the possession of her owner. He was also prevented from fitting her out to undertake a sealing voyage for the year 1888, as he otherwise would have done; and the said schooner, her tackle, apparel, outfit and cargo were wholly lost to those interested in the same, and other loss, damage and expense suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

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6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said seizure, condemnation, detention and sale were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

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7. The claim made for the loss arising out of the premises is the sum of \$38,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

8. In addition to the above, a further amount is claimed for improper arrest, imprisonment and detention by the

(Claim No. 7.)

United States authorities of Louis Olsen and Michael Keefe, as master and mate respectively of the said schooner.

9. Louis Olsen, when the said schooner was seized, was placed under arrest, and held under such arrest until the arrival of the "Anna Beck" at Ounalaska. At Ounalaska, still being under arrest, he was placed on board the American schooner "Challenge," and in her sent to Sitka. On arrival
 10 at Sitka the said Louis Olsen was taken before a judge of the United States District Court of Alaska, and there bound over in his own recognizance to appear before the said court on the 22nd day of August then instant for trial on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance the said Louis Olsen appeared before the said Court on the said 22nd day of August, and continued to do so from day to day until the 9th day of September, 1887, when, without having been tried on such charge, or on any other charge, he was unconditionally released.

10. Michael Keefe, when the said schooner was seized, was placed under arrest, and held under such arrest until the arrival of the "Anna Beck" at Ounalaska. At Ounalaska, still being under arrest, he was placed on board the American schooner "Challenge," and in her sent to Sitka. On arrival
 30 at Sitka the said Michael Keefe was taken before a judge of the United States District Court of Alaska, and there bound over in his own recognizance to appear before the said Court on the 22nd day of August then instant for trial on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said Michael Keefe appeared before the said Court on the said 22nd day of August, and continued to do so from day to day until the 9th day of September, 1887, when, without having been tried on the said charge, or on any other charge, he was unconditionally released.

11. Under the above-mentioned findings of fact, the arrest, imprisonment, binding over and detention of the said Louis Olsen and Michael Keefe were illegal, and Her Britannic Majesty claims that full and complete compensation should be made in the premises by the Government of the United States of America to the Government of Her Britannic Majesty.

12. The claim for the wrongs aforesaid to Louis Olsen is the sum of \$2,000, and interest from the 2nd day of July, 1887, at seven per centum per annum.

13. The claim for the wrongs aforesaid to Michael Keefe
 50 is the sum of \$2,000 and interest from the 2nd day of July, 1887, at seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed November 28, 1896.

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1. They admit that on or about July 2nd, 1887, at a distance of about sixty-six miles from the nearest land, the said vessel, "Anna Beck," was seized by the United States revenue cutter "Rush," and that said seizure was made in Bering Sea and was ratified and adopted by the Government of the United States.

But it is averred on the part of the United States, that the said seizure was made in good faith, by officers of the

(Claim No. 7.)

United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that, before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4 and 5 in the said claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 5 in said Claim, the United States will submit to the High Commissioners and will insist that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners of the vessel, her outfit, apparel and cargo, as of the time of said seizure; and that in any event the damages therein suggested and claimed are of the nature of prospective profits and speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 7 as having arisen out of the said seizure is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of Louis Olsen and Michael Keefe, persons employed upon said vessel at the time of her seizure, the United States admit the arrests as stated, but deny the statement of fact incident thereto as detailed in the statement of the British Claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damages to be considered, in case of any liability on the part of the United States for such arrests and detentions, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this Claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 1, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph

(Claim No. 7.)

1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

**IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "ALFRED ADAMS."**

CLAIM No. 8.

Filed November 24, 1896.

- 10 1. The "Alfred Adams" was a British schooner registered at the port of Victoria, British Columbia.
2. On or about the last day of the month of May, 1887, the "Alfred Adams" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was William H. Dyer; and she carried a crew of twenty-four sailors and hunters, and was fully equipped for said voyage, and for the hunting and cap-
ture of seals.
- 20 3. On the 10th day of August, 1887, whilst in the Behring Sea, in north latitude 51.48, and west longitude 167.49, and about 62 miles from the nearest land, the "Alfred Adams," being then lawfully engaged in the taking of seals at that place, was seized by the United States revenue cutter "Rush."
4. After such seizure the commander of the said "Rush" caused the cargo of sealskins, then on board the "Alfred Adams," and all the firearms, ammunition and Indian spears to be taken out of her and placed on board the said cutter; he
30 also took the ship's papers of the "Alfred Adams," and then ordered the master of the said "Alfred Adams" to proceed with his schooner to Sitka, and there report to the United States District Attorney and Marshal.
5. After parting company with the "Rush," the Indian hunters on the said "Alfred Adams" became mutinous on hearing that they were to proceed to Sitka, whereupon the master of the "Alfred Adams" proceeded direct to Victoria.
6. By reason of the premises the further prosecution of the said sealing voyage during the year 1887 was wholly prevented, and the sealskins, arms, ammunition, ship's papers and
40 other articles taken from the said "Alfred Adams" were completely lost to the owners and others interested therein; and other loss, damage and expense were suffered and incurred by the owners and others interested in the said schooner, her cargo and sealing voyage.
7. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said seizure of and other interference with the said schooner, and the taking of the said seal
50 skins, arms, ammunition, ship's papers and other articles from the said schooner were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty.
8. The claim made for the loss arising out of the premises is the sum of \$25,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed November 30, 1896.

1. They admit that on or about August 10th, 1887, the "Alfred Adams" encountered the United States revenue cutter

(Claim No. 8.)

"Rush," who hailed and ordered her to heave to, which order was obeyed, and that thereupon the said "Alfred Adams" was boarded by a force from the "Rush" and the papers of the "Alfred Adams" were then and there demanded and examined; and then and there the said force formally seized the "Alfred Adams" and removed certain seal skins and arms from the "Alfred Adams" to the "Rush," and that the said "Rush" placed on board the "Alfred Adams" a man from the "Rush," with instructions from the commander of the "Rush" to deliver the said "Alfred Adams" to the United States authorities at Sitka, but that then and there the "Rush" departed, and the "Alfred Adams" refused to and did not recognize the seizure, but proceeded upon her sealing voyage without further let or hindrance. But it is averred, on the part of the United States, that the said seizure was made in good faith by officers of the United States within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that, before, at the time of, and after the said seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, 5, 6 and 7 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable, authentic proofs before the High Commissioners.

4. The United States, in further reply, aver that the prosecution of the said sealing voyage, by said search and seizure, was not wholly lost to the owners of the "Alfred Adams," and others interested therein; that the claim made for such loss, as is alleged, is grossly excessive; and that there was no other loss, damage and expense suffered and incurred by her owners and others interested in the said vessel, her cargo and voyage.

5. The United States does not admit any liability on this Claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 2, 1896.

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1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim or any part thereof.

(Claim No. 8.)

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

10 4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo, or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

20 5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of The allegations of fact therein contained.

6. Her Britannic Majesty further submits that according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "DOLPHIN."

CLAIM No. 9

Filed November 24, 1896.

- 10 1. The "Dolphin" was a British steam schooner registered at the Port of Victoria, British Columbia.
2. The "Dolphin," in addition to being in every way fitted as a sealing vessel, was also fitted as a passenger vessel, and was duly licensed as such by the Government of the Dominion of Canada.
3. On or about the 16th day of May, 1887, the "Dolphin" sailed from Victoria bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was James
- 20 Douglas Warren, and her mate was John Reilly. She carried a crew of twenty-one sailors and hunters and was fully equipped for said voyage and for the hunting and capture of seals.
4. On the 12th day of July, 1887, whilst in Behring Sea, in North Latitude 54.38, and West Longitude 167.03, and about forty miles from the nearest land, the "Dolphin" being then lawfully engaged in the taking of seals at that place, was seized by the United States revenue cutter "Rush."
5. After such seizure, an officer from the "Rush" was
- 30 placed on board the "Dolphin," and under his command she was taken to Unalaska; and afterwards she was sent in charge of an officer from the said "Rush" to Sitka, and such proceedings were afterwards had and taken in the United States District Court of Alaska, at Sitka, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel, outfit and cargo were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and detained under such condemnation until the 26th day of
- 40 March, 1889, when she was sold under such condemnation with all belonging to her.
6. By reason of the premises, the further prosecution of the said sealing voyage for the year 1887 was wholly prevented, and the owner of the said schooner was deprived of the use of the said vessel after the closing of the sealing season of 1887 until the commencement of the sealing season of the year 1888, during which time she could and would have been profitably employed if in the possession of her owner; and the
- 50 owner of the said schooner was also prevented from using her for the purpose of seal hunting during the year 1888, and afterwards as a passenger vessel, as he otherwise would have done; and, finally, the said schooner, her tackle, apparel, outfit and cargo were wholly lost to those interested in the same; and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.
7. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said seizure, condemnation, detention and sale were without any warrant or right according
- 60 to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.
8. The claim made for the loss arising out of the premises is the sum of \$50,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

(Claim No. 9.)

9. In addition to the above a further amount is claimed for the improper arrest, imprisonment and detention by the United States authorities of James D. Warren and John Reilly, as master and mate respectively of the said schooner.

10. James D. Warren, when the said schooner was seized, was placed under arrest, and held under such arrest until the arrival of the "Dolphin" at Sitka, where he was taken before a judge of the United States District Court of Alaska, and bound over to appear for trial on the 22nd day of August then instant on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said James D. Warren appeared before the said Court on the said 22nd day of August, and continued to do so from day to day until the 9th day of September, 1887, when, without having been tried on such charge, he was unconditionally released.

20 11. John Reilly, when the said schooner was seized, was placed under arrest, and held under such arrest until the arrival of the "Dolphin" at Sitka, where he was taken before a judge of the United States District Court of Alaska, and bound over to appear for trial on the 22nd day of August then instant, on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said John Reilly appeared before the said court on the 22nd day of August and continued to do so until the 9th day of September, 1887, when, without having been tried on such charge, or on any other charge, he was unconditionally released.

30 12. Under the above-mentioned findings of fact, the arrest, imprisonment, binding over and detention of the said James D. Warren and John Reilly were illegal, and Her Britannic Majesty claims that full and complete compensation should be made in the premises by the Government of the United States of America to the Government of Great Britain.

40 13. The claim made for the wrongs aforesaid to James D. Warren is the sum of \$3,000, with interest from the 12th day of July, 1887, at the rate of seven per centum per annum.

14. The claim made for the wrongs aforesaid to John Reilly is the sum of \$2,000, with interest from the 12th day of July, 1887, at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed November 28, 1886.

50 1. They admit that on or about July 12th, 1887, at a distance of about forty miles from the nearest land, the said vessel "Dolphin" was seized by the United States revenue cutter "Rush," and that said seizure was made in Bering Sea, and was ratified and adopted by the Government of the United States.

60 But it is averred on the part of the United States, that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that, before, at the

(Claim No. 9.)

time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, were possessed and owned by a citizen or citizens of the United States; and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, 5 and 6 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 6 in said Claim, the United States will submit to the High Commissioners and will insist that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners, of the vessel, her outfit, apparel and cargo, as of the time of said seizure, and that in any event the damages therein suggested and claimed are of the nature of prospective profits or speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 7 as having arisen out of the said seizure is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of James D. Warren and John Reilly, persons employed upon said vessel at the time of her seizure, the United States admit the arrest as stated, but deny the imprisonment and the statements of facts incident thereto as detailed in the statement of the British Claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon, and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damages to be considered, in case of any liability on the part of the United States for such arrests and detentions, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this claim.

 REPLY OF HER BRITANNIC MAJESTY.

Filed December 1, 1896.

60

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitra-

(Claim No. 9.)

tion at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

10 4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

20 6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "GRACE."

CLAIM No. 10.

Filed November 24, 1886.

1. The "Grace" was a British steam schooner registered at
10 the port of Victoria, British Columbia.

2. The "Grace" in addition to being in every way fitted as
a sealing vessel, was also licensed as a passenger boat, and
had all the appliances and conveniences required by the Can-
adian law for such vessels.

3. On or about the 23rd day of April, 1887, the "Grace"
sailed from the port of Victoria, British Columbia bound on
a sealing voyage to the North Pacific Ocean and Behring Sea.
Her master was W. Petit, and she carried a crew of twenty-
nine sailors and hunters, besides her master and mate.

4. On the 17th day of July, 1887, whilst in Behring Sea in
20 north latitude 55.03, and west longitude 168.40, and distant
about ninety-six miles from the nearest land, the "Grace"
being then lawfully engaged in the taking of seals at that
place, was seized by the United States revenue cutter "Rush."

5. After such seizure the "Grace," under command of the
said cutter, was taken to Ounalaska, where a United States
officer was placed on board the schooner, and she was, in
charge of such officer, taken to Sitka with all her crew and
30 hunters. At Sitka she was placed in charge of the United
States Marshal, and such proceedings were afterwards had
and taken in the United States District Court of Alaska, at
the instance of the Government of the United States of Amer-
ica, that the said schooner, her tackle, apparel, outfit and
cargo, were condemned for a violation of the municipal laws
of the United States of America relating to seal fishing in the
waters of Alaska, and detained under such condemnation un-
til the 26th day of March, 1889, when she was sold under
40 such condemnation, with all belonging to her.

6. By reason of the premises the further prosecution of the
said sealing voyage during the year 1887 was wholly pre-
vented, and the owner of the said schooner was deprived of
the use of the said vessel after the closing of the sealing
season of the year 1887, until the commencement of the seal-
ing season of the year 1888, during which time she could and
would have been profitably employed if she had been in the
possession of her owner; and the owner of the said schooner
was also prevented from using her for the purpose of seal
7(50 hunting during the season of 1888, and afterwards as a pas-
senger vessel, as he otherwise would have done, and finally
the said schooner, her tackle, apparel, outfit and cargo, were
wholly lost to those interested in the same; and other loss,
damage and expense, were suffered and incurred by the own-
er and others interested in the said vessel, her cargo and seal-
ing voyage.

7. Under the facts as found in the Award of the Paris Tri-
60 bunal of Arbitration, the said seizure, condemnation, de-
tention and sale were without warrant or right accord-
ing to the principles of international law, and Her Brit-
annic Majesty claims that full and complete compensation
should be made by the Government of the United States of
America to the Government of Her Britannic Majesty for all
loss thereby sustained.

8. The claim made for the loss arising out of the premises
is the sum of \$50,000, together with interest from the date of
loss at the rate of seven per centum per annum.

(Claim No. 10.)

9. In addition to the above, a further amount is claimed for the improper arrest, imprisonment and detention by the United States authorities of W. Petit, master of the said schooner.

10. W. Petit, when the said schooner was seized, was placed under arrest and was held under such arrest until the arrival of the "Grace" at Sitka, where he was taken before a judge of the United States District Court of Alaska, and bound over to appear for trial on the 22nd day of August, 1887, on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said W. Petit appeared before the said court on the said 22nd day of August, and continued to do so until the 9th day of September, 1887, when, without having been tried on such charge, or any other charge, he was uncon-
tionally released.

11. The claim made for the wrongs aforesaid to W. Petit is the sum of \$2,000, with interest thereon from the 17th day of July, 1887, at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed November 29, 1896.

1. They admit that on or about July 17th, 1887, at a distance of about ninety-six miles from the nearest land, the said vessel "Grace" was seized by the United States revenue cutter "Rush," and that said seizure was made in Behring Sea and was ratified and adopted by the Government of the United States.

But it is averred on the part of the United States that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that before, at the time of, and after the said warning and notice to the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, 5 and 6 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable authentic proofs before the High Commissioners.

4. As to paragraph numbered 6 in said Claim, the United States will submit to the High Commissioners and will insist that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners, of the vessel, her outfit, apparel and cargo, as of the time of said seizure;

(Claim No. 10.)

and that in any event the damages therein suggested and claimed are of the nature of prospective profits and speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 8 as having arisen out of the said seizure is grossly excessive.

6. As to the further amount claimed for the alleged improper arrest, imprisonment and detention of W. Petit, a person employed upon said vessel at the time of her seizure, the United States admit the arrest as stated, but deny the imprisonment and the statements of fact incident thereto as detailed in the statement of the British Claim; and they aver that such arrests and all subsequent proceedings thereon by the officials of the United States were made, entered upon and had, in good faith, under the mandate and authority of the municipal laws of the United States, for a violation of the statutes of the United States; and they aver that the only damages to be considered, in case of any liability on the part of the United States for such arrest and detention, are those for actual pecuniary loss and are not in their nature punitive or aggravated damages.

7. The United States do not admit any liability on this claim.

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REPLY OF HER BRITANNIC MAJESTY.

Filed December 1, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership, the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for Compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "ADA."

CLAIM No. 11.

Filed November 24, 1896.

10 1. The "Ada" was a British schooner registered at the port of Shanghai.

2. On the 5th day of March, 1887, the "Ada" sailed from the port of Yokohama, Japan, with the intention of going to Victoria, British Columbia, having partially fitted out for a sealing voyage to the port of Yokohama, to be carried on on the Northwest Coast and Behring Sea. On arrival at Victoria she completed her outfit for seal hunting in the North Pacific Ocean, particularly on the Northwest Coast thereof. She finally completed her cruise on that coast and returned
20 to Victoria on the 31st day of May, 1887, where she disposed of her spring catch of seals, and completed her outfit for the sealing voyage in the Behring Sea.

3. On or about the 16th day of June, 1887, she cleared from the port of Victoria for Behring Sea. Her master was James Gaudin and her mate was C. A. Lundberg; and she carried a crew of twenty sailors and hunters, and was fully equipped for such voyage and for the hunting and capture of seals.

30 4. On the 25th day of August, 1887, when distant northward about fifteen miles from Ounalaska Island, the nearest land, the "Ada" being then lawfully engaged in the taking of seals at that place, she was seized by the United States revenue cutter "Bear."

5. The "Ada" was taken by the said cutter to Ounalaska, and afterwards, by order of the United States authorities, she was taken to Sitka, and there such proceedings were afterwards had and taken in the United States District Court of Alaska, at the instance of the Government of the United States of America, that the said schooner, her tackle, apparel,
40 outfit and cargo, were condemned for a violation of the municipal laws of the United States of America relating to seal fishing in the waters of Alaska, and detained under such condemnation until the 26th day of March, 1889, when she was sold under such condemnation, with everything belonging to her.

6. By reason of the premises the further prosecution of the said sealing voyage for the year 1887 was wholly prevented, and the owner of said schooner was also prevented from using her for the purpose of seal hunting during the year 1888,
50 as he otherwise would have done; and finally the said schooner, her tackle, apparel, outfit and cargo, were wholly lost to those interested in the same, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

7. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said seizure, condemnation, detention and sale were without warrant or right
60 according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

8. The claim made for the loss arising out of the premises is the sum of \$37,000, with interest thereon from the date of loss at the rate of seven per centum per annum.

(Claim No. 11.)

9. In addition to the above, a further amount is claimed for the improper arrest, imprisonment and detention by the United States authorities of James Gaudin and C. A. Lundberg, as master and mate respectively of the said schooner.

10. James Gaudin, when the said schooner was seized, was placed under arrest, and was held under such arrest until the arrival of the "Ada" at Sitka, where he was taken before a Judge of the United States District Court of Alaska, and bound over to appear for trial on the 22nd day of August then instant, on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said James Gaudin appeared before the said Court on the said 22nd day of August, and continued to do so from day to day until the 9th day of September, 1887, when, without having been tried on such charge, or on any other charge, he was unconditionally released.

20 11. C. A. Lundberg, when the said schooner was seized, was placed under arrest, and was held under such arrest until the arrival of the "Ada" at Sitka, where he was taken before a Judge of the United States District Court of Alaska, and bound over to appear for trial on the 22nd day of August then instant, on a charge of having violated the municipal laws of the United States of America relating to seal fishing in the waters of Alaska. Pursuant to his recognizance, the said C. A. Lundberg appeared before the said Court on the 22nd day of August, and continued to do so from day to day until the 9th day of September, 1887, when, without having been tried on such charge, or on any other charge, he was unconditionally released.

30 12. The claim made for the wrongs aforesaid to James Gaudin is the sum of \$3,000, with interest thereon from the 16th day of July, 1887, at the rate of seven per centum per annum.

40 13. The claim made for the wrongs aforesaid to C. A. Lundberg is the sum of \$2,000, with interest thereon from the 16th day of July, 1887, at the rate of seven per centum per annum.

MOTION TO DISMISS.

50 The counsel of the United States move the High Commissioners to dismiss from consideration so much of the demand of the Government of Great Britain, set out in said Claim No. 11, as relates to the claim made in respect of James Gaudin.

The grounds of the foregoing motion are that as to said claim in whole or in part:

60 1. No question of fact involved therein was submitted to the Tribunal of Arbitration constituted under the Treaty concluded at Washington on the 29th of February, 1892, between the United States and Great Britain in accordance with Article VIII. of the said Treaty.

2. The said Claim was not embraced in the Schedule of the British case, pages 1 to 60, inclusive, as presented to the said Tribunal of Arbitration.

3. It was not included or referred to in Article IX of the Award of the said Tribunal of Arbitration.

4. It was not embraced in the Convention between the United States and Great Britain for the settlement of claims

(Claim No. 11.)

presented by Great Britain against the United States, in virtue of the Treaty of February 29th, 1892, which Convention was ratified by the President of the United States, April 23rd, 1896, and by Her Britannic Majesty, May 14th, 1896, and under which the High Commissioners were appointed.

5. And the said Claim in behalf of Great Britain, claiming compensation from the United States, did not arise by virtue of the Treaty aforesaid or of the Award and findings of the said Tribunal of Arbitration, and is not an additional claim specified in the fifth paragraph of the preamble to the said Convention, and is not in the list of the claims intended to be referred, appended to said Convention, pointed out as the claims intended to be referred in Article 1 of said Convention.

(Signed.)

DON M. DICKINSON,

(Signed.)

ROBERT LANSING,
Counsel for the United States.

20

ANSWER OF THE UNITED STATES.

Filed November 30, 1896.

1. They admit that on or about August 25th, 1887, at a distance of about fifteen miles from the nearest land, the said vessel "Ada" was seized by the United States revenue cutter "Bear," and that said seizure was made in Behring Sea and was ratified and adopted by the Government of the United States.

But it is averred on the part of the United States that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, for a violation of the statutes of the United States, and such seizure was ratified and adopted in good faith by the Government of the United States as for a violation of their said statutes.

2. The United States aver that before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and, further, that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraph numbered 2, 3, 4, 5 and 6 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. As to paragraph numbered 6 in said Claim, the United States will submit to the High Commissioners and will insist that they are not liable for damages for the detention of such vessel when the seizure, as is alleged and shown in said Claim, resulted in the total loss to the owners, of the vessel, her outfit, apparel and cargo, as of the time of said seizure, and that in any event the damages therein suggested and claimed are of the nature of prospective profits or speculative damages, so uncertain as to form no legal, equitable or suit-

(Claim No. 11.)

able basis for a finding of fact upon which an assessment thereof can be predicated.

5. The United States will further insist that, so far as a proper claim for damages for total loss is concerned, the statement of the loss alleged in paragraph 8 as having arisen out of the said seizure is grossly excessive.

6. The United States do not admit any liability on this
10 Claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed November 24, 1896.

20 1. Her Britannic Majesty joins issue on paragraphs 1, 4, 5 and 6 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the second part of said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Majesty's claim, or any part thereof.

30 3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that, even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage
40 was entered upon and prosecuted in whole or in part for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if
50 proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE ILLEGAL INTER-
FERENCE WITH THE SCHOONER "TRIUMPH."

CLAIM No. 12

Filed November 24, 1896.

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1. The "Triumph" was a British schooner registered at the Port of Victoria, British Columbia.

2. On the 20th day of May, 1887, the "Triumph" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was George Errington and her mate was Hermann Smith; she carried a crew of eleven sailors and hunters, and was fully
20 equipped for said voyage and for the hunting and capture of seals.

3. On the 4th day of August, 1887, when the "Triumph" was about ten miles off to the southward of Unimak Pass, and about entering Behring Sea, she was boarded by an officer of the United States revenue cutter "Rush," who demanded and received the ship's papers, and then proceeded thoroughly to search the "Triumph." The said officer also made inquiries as to where the seal skins then on board had been obtained, and, for the purpose of verifying the answers given
30 him, demanded, and received the log book and took the position from it as to where the seal skins had been caught. The said officer, Lieutenant Tuttle, then went back to the "Rush," but again visited the "Triumph," and then stated that the captain of the "Rush" had the right to seize the schooner, but, thinking that the crew were working for themselves, he would not do so, provided the schooner went back at once to Victoria. The said officer further stated that he would leave on board the only rifle the schooner had, provided there
40 was no ammunition for it. The said officer again returned to the "Rush" for a short time, and then came back to the "Triumph" and demanded an answer from her master as to whether or not he would return at once to Victoria. The master refused to answer, and the captain of the "Rush" then shouted to the master of the schooner that if he entered Behring Sea his schooner would be seized. The said schooner was then and there warned by the said cutter "Rush" not to enter Behring Sea. In consequence of the said unlawful
50 boarding, search, warning and threats of seizure made use of by the commander of the said cutter, the master of the "Triumph" abandoned his intended voyage into Behring Sea.

4. By reason of the premises the further prosecution of the said sealing voyage during the year 1887 was wholly prevented, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

5. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the boarding, searching, warning not to enter Behring Sea, ordering to proceed to Victoria, and the
60 threat of seizure of said schooner were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for such illegal boarding, searching, ordering back to Victoria, and threat of seizure, and also for all other losses sustained thereby.

(Claim. No. 12.)

6. The claim made for the loss arising out of the premises is the sum of \$11,000, with interest thereon from the date of loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

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Filed November 30, 1896.

1. They admit that on or about August 4th, 1887, at a distance of about ten miles from the nearest land, the "Triumph" was hailed by the United States revenue cutter "Rush" and warned to cease sealing in Bering Sea and ordered to leave Bering Sea, but deny that any such warning occurred as stated in such claim on July 4th, 1887, and the United States

20 aver that the question of the date of said warning is concluded by the terms of the Convention between the United States and Great Britain, under which this procedure is taken; and further aver that the "Rush" was a public armed vessel of the United States, acting under the instructions of that Government to seize all vessels engaged in killing fur seal in Behring Sea, after giving due notice, and that the "Triumph," when so warned or notified, was engaged in fur sealing or prosecuting a voyage for that purpose, and that the action of the said "Rush" in so warning and notifying the said "Triumph," was adopted by the Government of the United States. But it is averred on the part of the United States that the said warning and notice were given in good faith, by officers of the United States, within the line of their duty under the mandate of the municipal laws of the United States, and such warning and notice were adopted in good faith by the Government of the United States as an act to restrain a violation of their said statutes.

2. The United States aver that before, at the time of, and after the said warning and notice to the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

50 3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4 and 5 in the said claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. The United States further reply, as to paragraph numbered 4 of said Claim, that the said sealing voyage of the "Triumph" was not wholly prevented by the said warning and notice, and that no loss or damage was suffered by those interested in the said voyage and the said schooner.

60 5. The United States do not admit any liability on this Claim.

(Claim. No. 12.)

REPLY OF HER BRITANNIC MAJESTY.

Filed December 8, 1896.

1. Her Britannic Majesty admits that "August" should be substituted for "July" in paragraph 3 of the Statement of Claim No. 12, the latter month having been inserted through a clerical error.

2. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the Reply of the United States, except in so far as they contain admissions.

3. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Britannic Majesty's Claim, or any part thereof.

4. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

5. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

6. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

7. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "JUANITA."

CLAIM No. 13.

Filed November 24, 1896.

- 10 1. The "Juanita" was a British schooner registered at the port of Victoria, British Columbia.
2. On the 7th day of May, 1889, the "Juanita" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Charles E. Clarke, she carried a crew of twenty sailors and hunters, she was fully equipped for the said voyage and for the hunting and capture of seals.
3. On the 31st day of July, 1889, whilst in Behring Sea, and distant about 66 miles from the nearest land, the "Juanita" being then lawfully engaged in the taking of seals at that place, was hailed, boarded, searched and seized by the United States revenue cutter "Rush."
4. After such seizure the commander of the "Rush" caused the cargo of seal skins then on board the "Juanita," and her spears, to be taken out of her and placed on board the said cutter. He also took the ship's papers. The commander of the said cutter then instructed the master of the "Juanita" to proceed with his schooner to Sitka and surrender his vessel and himself and crew to the United States authorities there.
5. After the departure of the "Rush," the master of the "Juanita," in consequence of what had taken place, and being prevented from continuing to seal and hunt, and dreading a second seizure, sailed out of Behring Sea and immediately returned to Victoria.
6. By reason of the premises the further prosecution of the said sealing voyage during the year 1887 was wholly prevented, and the owners and others interested therein wholly lost the said seal skins, spears, ship's papers, and other articles, so taken as aforesaid, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.
7. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said hailing, boarding, searching and seizure, and other interferences, were without warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.
8. The claim made for the loss arising out of the premises is the sum of \$18,000, with interest thereon from the date of loss at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed December 1, 1896.

1. They admit that on or about July 31st, 1889, the "Juanita" encountered the United States revenue cutter "Rush," who hailed her and ordered her to heave to, which order was obeyed, and that thereupon the said "Juanita" was boarded

(Claim No. 13.)

by a force from the "Rush," and the papers of the "Juanita" were then and there demanded and examined; and then and there the said force formally seized the "Juanita" and removed certain seal skins and arms from the "Juanita" to the "Rush," and that the said "Rush" placed on board the "Juanita" a man from the "Rush," with instructions from the commander of the "Rush" to deliver the said "Juanita" to the United States authorities at Sitka, but that then and there the "Rush" departed, and the "Juanita" refused to and did not recognize the seizure, but proceeded upon her sealing voyage without further let or hindrance. But it is averred on the part of the United States that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, and such seizure was adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

2. The United States aver that, before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, 5, 6 and 7 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable, authentic proofs before the High Commissioners.

4. The United States, in further reply, aver that the prosecution of the said sealing voyage, by said search and seizure, was not wholly lost to the owners of the "Juanita," and others interested therein; that the claim made for such loss, as is alleged, is grossly excessive; and that there was no other loss, damage and expense suffered and incurred by her owners and others interested in the said vessel, her cargo and voyage.

5. The United States does not admit any liability on this Claim.

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REPLY OF HER BRITANNIC MAJESTY.

Filed December 2, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitute no defence to Her Britannic Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said

(Claim No. 13.)

finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo, or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

**IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "PATHFINDER."**

CLAIM No. 14.

Filed November 24, 1896.

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1. The "Pathfinder" was a British schooner registered at the port of Victoria, British Columbia.

2. On the 17th day of April, 1889, the "Pathfinder" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was William O'Leary and her mate was Andrew Davidson, and she carried a crew of eighteen sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.

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3. On the 29th day of July, 1889, the "Pathfinder," whilst in Behring Sea, in about north latitude 57.24, and west longitude 171.25, and distant about 50 miles from the nearest land, was hailed by the United States revenue cutter "Rush" and ordered to heave to. She was then boarded by officers of the said "Rush," who searched and seized the "Pathfinder," and then took away and confiscated the seal skins on board her, also her arms, ammunition, salt, ship's papers and other articles. An officer from the said "Rush" was afterwards placed in charge of the "Pathfinder," and her master was ordered to take her to the port of Sitka, to be there delivered up to the authorities of the United States of America. Instead, however, of proceeding to Sitka, as ordered, the master sailed for Victoria.

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4. By reason of the premises the further prosecution of the said sealing voyage during the year 1889 was wholly prevented, and the owner and other persons interested therein lost the seal skins, arms, ammunition, salt, ship's papers and other articles seized and taken as aforesaid; and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

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5. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said hailing, search, seizure and other interferences were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

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6. The claim made for the loss arising out of the premises is the sum of \$30,000, with interest from the date of loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

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Filed December 9, 1896.

1. They admit that on or about July 29, 1889, the "Pathfinder" encountered the United States revenue cutter "Rush," who hailed and ordered her to heave to, which order was obeyed, and that thereupon the said "Pathfinder" was board-

(Claim No. 14.)

ed by a force from the "Rush," and the papers from the "Pathfinder" were then and there demanded and examined; that then and there the said force formally seized the "Pathfinder" and removed certain seal skins and arms from the "Pathfinder" to the "Rush," and that the said "Rush" placed on board the "Pathfinder," a man from the "Rush," with instructions from the commander of the "Rush" to deliver the said "Pathfinder" to the United States authorities at Sitka, but that then and there the "Rush" departed and the "Pathfinder" refused to and did not recognize the seizure, but proceeded upon her sealing voyage without further let or hindrance. But it is averred on the part of the United States that the said seizure was made in good faith by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, and such seizure was adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

20 2. The United States aver that, before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, were possessed and owned by a citizen or citizens of the United States and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

30 3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, and 4 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

40 4. The United States, in further reply, aver that the prosecution of the said sealing voyage, by the said search and seizure was not wholly lost to the owners of the "Pathfinder" and others interested therein; that the claim made for such loss, as is alleged, is grossly excessive; and there was no other loss, damage and expense suffered and incurred by her owners and others interested in the said vessel, her cargo and voyage.

7. The United States do not admit any liability on this claim.

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REPLY OF HER BRITANNIC MAJESTY.

Filed December 14 1896.

60 1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the Reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitute no defence to Her Britannic Majesty's claim or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitra-

(Claim No. 14.)

tion at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

10 4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

20 6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "BLACK DIAMOND."

CLAIM No. 15.

Filed November 24, 1896.

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1. The "Black Diamond" was a British schooner registered at the port of Victoria, British Columbia.

2. On the 12th day of February, 1889, the "Black Diamond" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Owen Thomas, her mate was Alexander Gault, and she carried a crew of twenty-nine sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.

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3. On the 11th day of July, 1889, whilst in Behring Sea, in north latitude 56.22, and west longitude 170.25, and distant about thirty-five miles from the nearest land, the "Black Diamond" was hailed, overhauled and seized by the United States revenue cutter "Rush." When hailed, the master of the "Black Diamond" did not understand the order that was given, and did not come to, whereupon the said revenue cutter steamed across the schooner's bows and compelled her to heave to. A lieutenant of the "Rush," with five men, then boarded the schooner. He demanded the ship's papers, which were shown to him. The said lieutenant then demanded that the ship's papers should be handed to him, but this the master of the "Black Diamond" refused, and locked them in his locker. The men from the "Rush" then removed on board the said cutter all the seal skins, arms, ammunition, spears and salt that were on board the said schooner, and the lieutenant again demanded that the ship's papers should be given to him. This being refused, he caused the locker to be broken open and the papers to be taken out. Having done this, he ordered the master of the "Black Diamond" to proceed to Sitka, which the master of the schooner refused to do, stating that if the commander of the "Rush" wanted the schooner to go to Sitka he would have to put a crew on board to take her there. A man from the "Rush" was then placed on board the "Black Diamond" with orders that the schooner should proceed to Sitka, there to be delivered over to the authorities of the United States of America. The schooner proceeded to Unalaska, and from thence (the Indians refusing to go to Sitka) she sailed to Victoria.

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4. By reason of the premises the further prosecution of the said sealing voyage during the year 1889 was wholly prevented, and the seal skins, arms, ammunition, spears, salt, ship's papers, and other articles taken as aforesaid, were wholly lost to the owners and others interested in the same and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

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5. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said hailing, overhauling, searching and seizure were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

(Claim No. 15.)

6. The claim made for the loss arising out of the premises is the sum of \$23,000, with interest from the date of loss at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed December 1, 1896

1. They admit that on or about July 11th, 1889, the "Black Diamond" encountered the United States revenue cutter "Rush," who hailed and ordered her to heave to, which order was obeyed, and that thereupon the said "Black Diamond" was boarded by a force from the "Rush," and the papers of the "Black Diamond" were then and there demanded and examined; and then and there the said force formally seized the "Black Diamond" and removed certain seal skins and arms from the "Black Diamond" to the "Rush," and that the said "Rush" placed on board the "Black Diamond" a man from the "Rush" to deliver the said "Black Diamond" to the United States authorities at Sitka, but that then and there the "Rush" departed, and the "Black Diamond" refused to and did not recognize the seizure, but proceeded upon her sealing voyage without further let or hindrance. But it is averred on the part of the United States that the said seizure was made in good faith by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, and such seizure was adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

2. The United States aver that, before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, were possessed and owned by a citizen or citizens of the United States and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, and 4 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. The United States, in further reply, aver that the prosecution of the said sealing voyage, by the said search and seizure was not wholly lost to the owners of the "Black Diamond" and others interested therein; that the claim made for such loss, as is alleged, is grossly excessive; and there was no other loss, damage and expense suffered and incurred by her owners and others interested in the said vessel, her cargo and voyage.

5. The United States do not admit any liability on this Claim.

(Claim No. 15.)

REPLY OF HER BRITANNIC MAJESTY.

Filed December 9, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitute no defence to Her Britannic Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo, or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "LILY."

CLAIM No. 16.

Filed November 24, 1896.

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1. The "Lily" was a British schooner registered at the port of Victoria, British Columbia.

2. On the 20th day of May, 1889, the "Lily" sailed from the port of Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was John Reilly and her mate was George McDonald; she carried a crew of twenty-eight sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.

3. On the 6th day of August, 1889, whilst in Behring Sea, in north latitude 55.20, and west longitude 166.15, and distant about 66 miles from the nearest land, the United States revenue cutter "Rush" overhauled the said "Lily." The first lieutenant of the "Rush" then boarded the "Lily" and asked her master how many skins he had on board. This information was refused, the master stating that he would not acknowledge the right of the lieutenant to seize his vessel for sealing on the high seas. The said lieutenant then returned to the said cutter, and in a short time again came to the "Lily" accompanied by a second boat from the cutter in charge of the second lieutenant. Both the lieutenants then came on board the "Lily," and the first lieutenant demanded the surrender of the schooner, asking at the same time for the schooner's papers. These the master of the "Lily" refused to grant, whereupon the first lieutenant informed him that unless he immediately gave up the schooner's papers they would be taken by force. Under this threat the master of the "Lily" gave up the ship's papers. The men from the cutter then removed to the "Rush" all the seal skins then on board the "Lily," and also her spears and a quantity of salt, and, having taken these, the first lieutenant directed the master of the "Lily" to proceed to Sitka and there deliver his schooner and himself up to the authorities of the United States of America. The "Rush" then parted company with the "Lily."

4. The Indian hunters refused to proceed to Sitka, and in order to avoid further trouble, the master directed the course of his schooner to Victoria, abandoning the further prosecution of the voyage.

5. By reason of the premises the further prosecution of the said sealing voyage during the year 1889 was wholly prevented, and all the seal skins, spears, salt, ship's papers and other articles taken as aforesaid, were wholly lost to the owners thereof, and other persons interested therein, and other loss, damage and expense were suffered and incurred by the owners and others interested in the said schooner, her cargo and sealing voyage.

6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said overhauling, boarding, searching, seizures and other interferences were without any warrant or right according to the principles of international law and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

(Claim No. 16.)

7. The claim made for the loss arising out of the premises is the sum of \$22,000, with interest from the date of loss at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed December 9, 1896.

1. They admit that on or about August 6th, 1889, the "Lily" encountered the United States revenue cutter "Rush," who hailed and ordered her to heave to, which order was obeyed, and that thereupon the said "Lily" was boarded by a force from the "Rush" and the papers of the "Lily" were then and there demanded and examined; that then and there the said force formally seized the "Lily" and removed certain seal skins and arms from the "Lily" to the "Rush," with instructions from the commander of the "Rush" to deliver the said "Lily" to the United States authorities at Sitka, but that then and there the "Rush" departed, and the "Lily" refused to and did not recognize the seizure, but proceeded upon her sealing voyage without further let or hindrance.

But it is averred on the part of the United States that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, and such seizure was adopted in good faith by the Government of the United States as an act to restrain violation of the said statutes.

2. The United States aver that, before, at the time of, and after the said seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4 and 5 in the said claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require authentic and suitable proofs before the High Commissioners.

4. The United States, in further reply, aver that the prosecution of the said sealing voyage, by said search and seizure, was not wholly lost to the owners of the "Lily," and others interested therein; that the claim made for such loss, as is alleged, is grossly excessive; and that there was no other loss, damage and expense suffered and incurred by her owners and others interested in the said vessel, her cargo and voyage.

5. The United States do not admit any liability on this Claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 14, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the Reply of the United States, except in so far as they contain admissions.
- 10 2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitute no defence to Her Britannic Majesty's claim or any part thereof.
- 20 3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.
- 30 4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.
5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.
6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.
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IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "MINNIE."

CLAIM No. 17.

Filed November 25, 1896.

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1. The "Minnie" was a British schooner registered at the port of Victoria, British Columbia.

2. On or about the 1st day of May, 1889, the "Minnie" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Victor Jacobson, and she carried a crew of twenty-one sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.

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3. At the time of the seizure in the next paragraph mentioned, the "Minnie" was about 65 miles northwest by west of Unimak Pass, and about that distance from Unimak Island, the nearest land.

4. On the 15th day of July, 1889, the "Minnie" encountered the United States revenue cutter "Rush," who hailed and ordered her to heave to, which was done, and thereupon a boat was sent from the "Rush" containing two officers and twelve men. One of the officers and five or six of the men came on board the "Minnie," and the officers demanded from the master of the "Minnie" the ship's papers, which were
30 handed to him. Upon receiving those he proceeded back to the "Rush," and in a short time returned and informed the master of the "Minnie" that he would take all the seal skins, seize the "Minnie" and send her to Sitka in charge of a man from the "Rush." Having given this notice, he caused the hatches of the "Minnie" to be opened, and took all the seal skins then on board, also the arms, both guns and spears, and sent them on board the said cutter. He also took a considerable quantity of salt.

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5. After having removed the aforementioned articles from the "Minnie," a man from the cutter was placed on board, and the master was informed that this man would take charge of the vessel, except navigating her, and take her to Sitka. The man placed on board was furnished with written instructions from the commander of the "Rush," directing him to deliver the "Minnie" to the United States authorities at Sitka and place the master and mate under arrest.

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6. The master of the "Minnie" did not obey the orders thus given by the officer of the "Rush," but, fearing that he might again be seized, he proceeded to another part of Behring Sea, where the opportunity to kill seals was not nearly so good as in that part where he was when seized.

7. By reason of the premises the further prosecution of the said sealing voyage during the latter part of the year 1889 was greatly interfered with, and the seal skins, guns, spears, salt, ship's papers, and other articles taken as aforesaid, were wholly lost to the owners and others interested therein, and
60 other loss, damage and expense were suffered and incurred by the owner and others interested in the said vessel, her cargo and sealing voyage.

8. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said boarding, search and seizure were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Govern-

(Claim No. 17.)

ment of Her Britannic Majesty for all loss sustained thereby.

9. The claim made for the loss arising out of the premises is the sum of \$22,000, and interest thereon from the date of loss at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed December 1, 1896.

1. They admit that on or about July 15, 1889, the "Minnie" encountered the United States revenue cutter "Rush," who
 20 hailed and ordered her to heave to, which order was obeyed, and that thereupon the said "Minnie" was boarded by a force from the "Rush," and the papers of the "Minnie" were then and there demanded and examined; that then and there the said force formally seized the "Minnie" and removed certain seal skins and arms from the "Minnie" to the "Rush," and that the said "Rush" placed on board the "Minnie" a man from the "Rush," with instructions from the commander of the "Rush" to deliver the said "Minnie" to the United States
 30 authorities at Sitka, but that then and there the "Rush" departed and the "Minnie" refused to and did not recognize the seizure, but proceeded upon her sealing voyage without further let or hindrance. But it is averred on the part of the United States that the said seizure was made in good faith, by officers of the United States, within the line of their duty under the authority and mandate of the municipal laws of the United States, and such seizure was adopted in good faith by the Government
 40 of the United States as an act to restrain a violation of their statutes.

2. The United States aver that before, at the time of, and after the seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered
 50 upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4, 5, 6 and 7 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable, authentic proofs before the High Commissioners.

4. The United States, in further reply, aver that the prosecution of the said sealing voyage by the said search and seizure was not wholly lost to the owners of the "Minnie" and
 60 others interested therein; that the claim made for such loss as is alleged is grossly excessive; and that there was no other loss, damage or expense suffered and incurred by her owners and others interested in the said vessel, her cargo and voyage.

5. The United States do not admit any liability on this Claim.

(Claim No. 17.)

REPLY OF HER BRITANNIC MAJESTY.

Filed December 9, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 10 4 of the Reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Majesty submits that the same constitutes no defence to Her Britannic Majesty's Claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not 20 open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership, the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, 30 her apparel, outfit and cargo; or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even 40 if proved, do not constitute any defence to the Claim for Compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING FROM THE WARNING FROM
BEHRING SEA OF THE SCHOONER "TRIUMPH."

CLAIM No. 18.

Filed November 25, 1896.

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1. The "Triumph" was a British schooner registered at the Port of Victoria, British Columbia.

2. On or about the 25th day of April, 1889, the "Triumph" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Daniel McLean; and she carried a ship's carpenter, gunner, steward, eight hunters, seventeen able-bodied seamen and two apprentices, and was fully equipped for said voyage and for the hunting and capture of seals.

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3. On the 11th day of July, 1889, whilst in Behring Sea, and outside of territorial water, the "Triumph" was hove to and boarded by Lieutenant Tuttle, of the United States revenue cutter "Rush," who searched the vessel, examined the ship's papers; ordered the master to take the vessel out of Behring Sea, and threatened to confiscate the schooner and her cargo if she was caught in the act of killing seals or having seals on board after having been warned.

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4. By reason of the order given and threats made use of by the said officer, and fearing and having reason to fear and believe that if he persisted in hunting seals in Behring Sea his vessel would actually be seized, and himself and mate arrested, the master of the "Triumph" abandoned his voyage and returned to Victoria, without having taken or attempted to take, any seal skins after having been threatened as aforesaid.

5. By reason of the premises the further prosecution of the said sealing voyage during the year 1889 was wholly prevented, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

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6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said search, order to leave Behring Sea and threat of seizure were without any warrant or right according to the principles of International law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss thereby sustained.

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7. The claim made for the loss arising out of the premises is the sum of \$25,000, with interest from date of loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

60

Filed December 1, 1896.

1. They admit that on or about July 11th, 1889, at a position the exact location of which is not known, the "Triumph" was hailed by the United States revenue cutter "Rush" and warned to cease sealing in Behring Sea, and that the "Rush" was a public armed vessel of the United States, acting under the instructions of that Government to seize all vessels engaged in killing fur seal in Behr-

(Claim No. 18.)

ing Sea, after giving due notice, and that the "Triumph," when so warned or notified, was engaged in fur sealing or prosecuting a voyage for that purpose, and that the action of the said "Rush" in so warning and notifying the said "Triumph," was adopted by the Government of the United States. But it is averred on the part of the United States that the said warning and notice were given in good faith, by officers of the United States, within the line of their duty under the mandate of the municipal laws of the United States, and such warning and notice were adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

2. The United States aver that before, at the time of, and after the said warning and notice to the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4 and 5 in the said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable authentic proofs before the High Commissioners.

4. The United States further reply, as to paragraph numbered 5 or said Claim, that the said sealing voyage of the "Triumph" was not wholly prevented by the said warning and notice, and that no loss or damage was suffered by those interested in the said voyage and the said schooner.

5. The United States do not admit any liability on this Claim.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 2, 1896.

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1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the Reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitutes no defence to Her Britannic Majesty's Claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative, and in further answer to said paragraph 2, Her Britannic Majesty submits that even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel only, and that

(Claim No. 18.)

as between nations, and should not in any event extend as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

10 6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE ILLEGAL INTER-
FERENCE WITH THE SCHOONER "ARIEL."

CLAIM No. 19.

Filed November 24, 1893.

- 10 1. The "Ariel" was a British schooner registered at the port of Victoria, British Columbia.
2. On or about the 11th day of February, 1889, the "Ariel" sailed from the port of Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Samuel W. Bucknam; her mate was Herman Smith. She carried a crew of twenty-two sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.
- 20 3. On the 30th day of July, 1889, while the "Ariel" was in Behring Sea, about 40 miles from the nearest land, the United States revenue cutter "Rush" came alongside the said schooner, and she was boarded by three officers from the said cutter. The said officers examined and searched the "Ariel," and asked the number of the crew and the date when the schooner entered the Sea; also the number of seal skins then on board; and, having done this, they warned and threatened the master of the "Ariel" that if he was caught taking seals, or with fresh seal skins on board, his schooner would
- 30 be seized and he and his mate placed under arrest. They then left the "Ariel." On account of the threats so made as aforesaid the master of the "Ariel" sailed for one of the passes leading out of Behring Sea.
4. By reason of the premises the prosecution of the said sealing voyage during the latter part of the year 1889 was greatly interfered with, and other loss, damage and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.
- 40 5. Under the facts as found in the Award of the Paris Tribunal of Arbitration the searching of the said vessel, and the ordering her out of Behring Sea under threat of seizure as aforesaid, were without any warrant or right according to the principles of International law, and Her Britannic claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.
6. The claim made for the loss arising out of the premises is the sum of \$12,000, with interest thereon from the date of
- 50 loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed December 2, 1896.

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1. They admit that on or about July 30th, 1889, at a distance of about forty miles from the nearest land, the "Ariel" was hailed by the United States revenue cutter "Rush" and warned to cease sealing in Bering Sea and ordered to leave Bering Sea, and that the "Rush" was a public, armed vessel of the United States, acting under the instructions of that Government to seize all vessels engaged in killing fur seal

(Claim No. 19.)

in Bering Sea, after giving due notice, and that the "Ariel" when so warned and notified was engaged in fur sealing or prosecuting a voyage for that purpose, and that the action of the said "Rush" in warning and notifying the said "Ariel" was adopted by the Government of the United States. But it is averred on the part of the United States, that the said warning and notice were given in good faith by officers of the United States, within the line of their duty, under the authority and mandate of the municipal laws of the United States, and such warning and notice were adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

2. The United States aver that before, at the time of, and after the said warning and notice to the said vessel, the said vessel, her apparel, outfit and cargo were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, and 4 in the said claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable, authentic proof before the High Commissioners.

4. The United States further reply, as to paragraph numbered 4 of said claim, that the said sealing voyage of the "Ariel" was not wholly prevented by the said warning and notice, and that no loss or damage was suffered by those interested in the said voyage and the said schooner.

6. The United States further reply that they are not liable for any sum in the premises.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 9, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the Reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitute no defence to Her Britannic Majesty's Claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership; the said finding of facts being conclusive so far as this Commission is concerned.

4. And in the alternative and in further answer to said paragraph 2, Her Britannic Majesty submits that, even if such inquiry can be entered upon, it should be limited to the question of the actual ownership of the said vessel, only, and that as between nation 4, and should not in any event extend

(Claim No. 19.)

as to the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo; or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

- 10 6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE ILLEGAL INTER-
FERENCE WITH THE SCHOONER "KATE."

CLAIM No. 20.

Filed November 25, 1896.

- 10 1. The "Kate" was a British schooner registered at the port of Victoria, British Columbia.
2. On or about the 1st day of June, 1889, the "Kate" sailed from Victoria, British Columbia, bound on a sealing and hunting voyage to the North Pacific Ocean and Behring Sea. Her master was Neils Moss; she carried a crew of twenty sailors and hunters, and was fully equipped for said voyage and for the hunting and capture of seals.
- 30 3. On the 13th day of August, 1889, the United States revenue cutter "Rush" steamed up within hailing distance of the "Kate" and an officer of the said cutter asked the master what he was doing, to which he replied that he was fishing. Thereupon he was informed by the officer that he had been directed to order all schooners out of Behring Sea if caught sealing, and that if he saw the "Kate" in Behring Sea again he would seize her. The said schooner was then ordered out of Behring Sea by the said cutter "Rush."
4. In consequence of the said order and threat of seizure so made as aforesaid, and fearing that if he did not leave Behring Sea his schooner would be seized, the master of the "Kate" sailed out of Behring Sea and abandoned his sealing voyage, which he would not have done until much later if he had not been interfered with.
5. By reason of the premises the further prosecution of the said sealing voyage during the year 1889 was wholly prevented, and other loss, damage and expense were suffered and incurred by the owners and others interested in the said schooner, her cargo and sealing voyage.
- 40 6. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the giving of the said order to leave Behring Sea, and the threat of seizure by the officer of the cutter "Rush" as aforesaid were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.
- 50 7. The claim made for the loss arising out of the premises is the sum of \$15,000, with interest from the date of loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed December 2, 1886.

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1. They admit that on or about August 13th, 1889, the "Kate" was hailed by the United States revenue cutter "Rush" and warned to cease sealing in Bering Sea, and that the "Rush" was a public armed vessel of the United States, acting under the instructions of that Government to seize all vessels engaged in killing fur seal in Bering Sea, after giving due notice, and that the "Kate," when so warned and

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notified, was engaged in fur sealing or prosecuting a voyage for that purpose, and that the action of the said "Rush" in so warning and notifying the said "Kate" was adopted by the Government of the United States. But it is averred on the part of the United States, that the said warning and notice were given in good faith by officers of the United States, within the line of their duty, under the authority and mandate of the municipal laws of the United States, and such warning and notice were adopted in good faith by the Government of the United States as an act to restrain a violation of their statutes.

2. The United States aver that before, at the time of, and after the said warning and notice to the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and, further, that at the times aforesaid the beneficial interest in the whole or a part of the said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. As to some of the statements of detail and fact in paragraphs numbered 2, 3, 4 and 5 in said Claim of Her Britannic Majesty, the representatives of the United States have no sufficient knowledge, and as to such of them as may be held material the United States invite and require suitable, authentic proofs before the High Commissioners.

4. The United States further reply, as to paragraph numbered 5 of said Claim, that the said sealing voyage of the "Kate" was not wholly prevented by the said warning and notice, and that no loss or damage was suffered by those interested in the said voyage and the said schooner.

6. The United States further reply that they are not liable for any sum in the premises.

REPLY OF HER BRITANNIC MAJESTY.

Filed December 9, 1896.

1. Her Britannic Majesty joins issue on paragraphs 1 and 4 of the Reply of the United States, except in so far as they contain admissions.

2. In further answer to the averments contained in said paragraph 1, Her Britannic Majesty submits that the same constitute no defence to Her Britannic Majesty's claim, or any part thereof.

3. As to paragraph 2, Her Britannic Majesty says that the above-named schooner was found by the Tribunal of Arbitration at Paris to be a British vessel, and submits that it is not open to the Commissioners, acting under the Behring Sea Claims Convention, to inquire as to her ownership, the said findings of facts being conclusive so far as this Commission is concerned.

4. And in the alternative, and in further answer to said paragraph 2, Her Britannic Majesty submits that, even if such inquiry can be entered upon, it should be limited to the question of actual ownership of the said vessel only, and that as between nations, and should not in any event extend as to

(Claim No. 20.)

the beneficial interest in the whole or a part of the vessel, her apparel, outfit and cargo, or as to whether her voyage was entered upon for the benefit of a citizen or citizens of the United States.

5. In further answer to said paragraph 2, Her Britannic Majesty denies each and every of the allegations of fact therein contained.

10 6. Her Britannic Majesty further submits that, according to the principles of international law, the practice obtaining among nations, and the terms of the Behring Sea Claims Convention, the allegations contained in the said Reply, even if proved, do not constitute any defence to the Claim for compensation set forth in the said Statement of Claim.

**IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "PATHFINDER."**

CLAIM No. 21.

Filed November 25, 1896.

- 10 1. The "Pathfinder" was a British schooner registered at the port of Victoria, British Columbia.
2. On or about the 17th day of January, 1890, the "Pathfinder" sailed from the port of Victoria, British Columbia, bound on a sealing voyage to the Pacific Coast south of Vancouver Island. Her master was Captain Morgan and her mate was A. Reppen, and she carried a crew of twenty sailors and hunters, and was fully equipped for the said voyage and for the hunting and capture of seals.
3. On or about the 8th day of February, 1890, the "Pathfinder" returned to Victoria for repairs, and again sailed on her sealing voyage about the 12th day of February, 1890, being then equipped and manned as aforesaid.
4. On or about the 23rd day of March, 1890, when off Cape Flattery, the "Pathfinder" encountered a storm and became partially disabled by the breaking of her tiller band, and was forced to find shelter in the nearest harbour, which was Neah Bay, in the State of Washington, United States of America, distant about nine miles from Cape Flattery. She anchored in Neah Bay on the 26th day of March, 1890.
- 30 5. On the 27th day of March, while lying in the same bay, undergoing repairs, an officer of the United States revenue cutter "Corwin" boarded the "Pathfinder" and asked for the ship's papers, which were handed to and inspected by him. The master of the "Pathfinder" then asked the officer whether the papers were in order, to which the latter replied that he would report to the commander. Next morning the commander of the cutter sent an officer on board the "Pathfinder"
- 40 with a request that the master would go on board the cutter and take his ship's papers with him. This the master did, and the commander of the cutter inspected the ship's papers, and after doing so he said that he recognized the "Pathfinder" as a vessel which had been seized the year before, and that it was his duty to detain her, as the law must be maintained. The commander of the cutter then ordered the master of the schooner to heave the anchor of the "Pathfinder," saying that he would take the schooner to the nearest telegraph station, Port Angeles. The master of the "Pathfinder" protested
- 50 against being removed, and declined to hoist anchor, whereupon the commander of the "Corwin" replied that if he did not hoist his anchor men from the cutter would be sent to do so. Upon this the master of the "Pathfinder," not being able to further resist, went on board his vessel and ordered the anchor to be hoisted, when the "Pathfinder" was taken in tow by the cutter and taken to Port Townsend.
6. On arrival at Port Townsend two officers from the cutter
- 60 were placed on board the "Pathfinder," and remained in charge of her until she was released, on the 29th day of March, 1890.
7. By reason of the said seizure and detention of the "Pathfinder" her owners lost almost a week of the best period of the spring sealing.
8. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the said boarding, seizure, removal and detention of the said schooner were without any warrant or right according to the principles of international law, and Her

(Claim No. 21.)

Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

9. The claim made for the loss arising out of the premises is the sum of \$2,000, with interest from the date of loss at the rate of seven per centum per annum.

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ANSWER OF THE UNITED STATES.

Filed December 30, 1896.

20 1. They have no sufficient knowledge or information from which they can either admit or deny the allegations of fact set out in the first six paragraphs of the Claim of the British Government, except as hereinafter set forth, and as to the other allegations of fact contained in the said six paragraphs, so far as any of the same are material, the United States invite and require suitable and authentic proofs.

2. That on or about the 27th day of March, 1890, in Neah Bay, within the territory and within the jurisdiction of the United States, the said schooner was boarded by the United States revenue cutter "Corwin," and that the said schooner
30 was detained within the jurisdiction of the United States by the said "Corwin" until some time on the day following.

3. The United States aver that the boarding and detention of the said schooner by the officers of the said "Corwin" were had and done by virtue of the laws of the United States and in entire accord with their duties under said laws and in good faith, and that said schooner was thereby detained only for such time as was necessary to enable the said officers of the
40 said "Corwin," in the performance of their said duty, to communicate by the quickest means of communication with their Government.

4. The United States aver that in and by the said statement of claim of the British Government, no proper claim for compensation is presented to the High Commissioners, within and under the Convention aforesaid; and they aver that this claim, as presented, is not within the purview of the Award of the Paris Tribunal of Arbitration, or a claim of liability against the United States within the meaning of the said
50 Convention.

5. The United States deny that any loss accrued to the "Pathfinder" in the premises, and deny all liability on the Claim as made.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
BRITISH SCHOONER "HENRIETTA."

CLAIM No. 22.

Filed November 25, 1896.

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1. The "Henrietta" was a British schooner registered at the Port of Victoria, British Columbia.

2. On or about the 15th day of March, 1892, the said schooner sailed from the Port of Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master's name was Micajah Pickney; she carried a crew of twenty-four sailors and hunters, and was fully equipped for the said voyage and for the hunting and capture of seals.

3. On the 6th day of September, whilst in Behring Sea, in Latitude 54 north, and Longitude 170 west, and being distant over 100 miles from land, the "Henrietta" was seized by the United States ship "Yorktown; her ship's papers, fire arms, and a part of her crew, notwithstanding her master's protest, were transferred to the "Yorktown;" a prize crew was put on the "Henrietta," and she was taken in their charge to Unalakaska, where charges were made against her at the instance of the Government of the United States of America for violation of sections 2,867 and 2,868 of the Revised Statutes of the United States relating to revenue law, and orders were given that no communication be allowed with the shore.

4. The said schooner was then handed over to Captain Hooper, of the United States Revenue Cutter "Corwin," with instructions to take her to Sitka and deliver her to the authorities of the United States District Court for trial there upon the said charges.

5. In pursuance of such instructions, Captain Hooper caused the "Henrietta" to be taken to Sitka, with her cargo and part of her crew; and on her arrival she was placed in charge of the United States authorities, and at their instance the said schooner, her outfit and cargo were libelled in the United States District Court of Alaska for an alleged breach of the aforesaid sections of the revenue laws of the United States of America.

6.—The master, mate and crew were detained and kept prisoners for a considerable time. The said libel against the said schooner, her outfit and cargo, was dismissed on the 9th day of October, 1893, but it was only on the 23rd day of November, 1893, that the said schooner and her cargo were delivered over by the United States Government authorities to her master.

7. Whilst some of the crew of the "Henrietta" were kept prisoners as aforesaid, they were improperly put under oath by officers of the said cutter, or by other United States Government officers, and examined as to the voyage and doings of the "Henrietta" and her captain up to the time of her seizure, and any communication between her captain and crew was forbidden.

8. Whilst the "Henrietta" was detained under seizure as aforesaid, her outfit and provisions were illegally appropriated and made use of by said authorities, without the consent of her owners or captain, and the said schooner and her cargo were allowed to, and in fact did considerably depreciate in value.

(Claim No. 22.)

9. After having been detained for some time at Ounalaska and Sitka as aforesaid the captain of the "Henrietta" returned to Victoria, British Columbia, from whence he had again to proceed to Sitka in July, 1893, in connection with the said schooner, and remain there until the latter part of January, 1894, at considerable cost and expense to himself, the said schooner and her owners.

10. After the release and delivery over to him of the said schooner as aforesaid, her said captain found her entirely depleted of crew, outfit and provisions. He had to sell and mortgage part of the cargo to provide the said schooner with a new crew, outfit and provisions to take her back to Victoria, where she arrived on the 17th day of February, 1894.

12. By reason of the premises the further prosecution of the said sealing voyage during the year 1892 was wholly prevented, and the owners of the said schooner were also prevented from using her for the purpose of seal hunting, or for any other purpose, during the years 1893 and 1894, as otherwise they would have done; and other loss, damage and expense were suffered and incurred by the owners of and other persons interested in the said schooner, her outfit, cargo and sealing voyages.

13. The several acts on the part of the authorities of the Government of the United States of America, hereinbefore set forth, were illegal and unwarranted by the principles of International law, and Her Britannic Majesty claims that full and complete compensation should be made by the Government of the United States of America to the Government of Her Britannic Majesty for all loss sustained thereby.

14. The claim for the loss arising out of all the said illegal acts hereinbefore set forth, is the sum of \$30,000, with interest from date of loss at the rate of seven per centum per annum.

15. Her Britannic Majesty further declares that, although the claim hereinbefore set out is made on the basis of the vessel having been returned to her owners in the year 1894, nevertheless, as an alternative to the United States Government of America, she is willing and hereby offers to accept compensation in the premises on the basis of the total loss of the said schooner, her outfit and cargo to the owners thereof and other persons interested therein, and of their having been deprived of the use of the said schooner up to the year 1894; in which case her Britannic Majesty likewise claims the sum of \$30,000 and interest as aforesaid.

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ANSWER OF THE UNITED STATES.

Filed December 30, 1896.

1. They admit that the said "Henrietta" was registered as a British schooner at the Port of Victoria, British Columbia.

2. They have no knowledge or information sufficient to enable them to admit or deny the allegations of fact stated in paragraph 2 of the Claim of Great Britain, and as to such of them as may be material the United States invite and require authentic proofs before the High Commissioners.

3. They admit the facts alleged in paragraph 3 of the said Claim to this extent only; the date of the seizure, the place

(Claim No. 22.)

of seizure and the fact of seizure by the United States ship "Yorktown." As to the remaining allegations contained in said paragraph 3, the United States have not sufficient knowledge or information on which to admit or deny the same, and as to them they invite and require suitable and authentic proofs.

4. They admit the allegations of fact in paragraph 4 of the said Claim.

5. They admit that the said schooner was taken under the authority and direction of the United States to Sitka and that she was there placed in charge of the United States authorities, and that at their instance the said schooner, her outfit and cargo, were libelled in the United States District Court of Alaska for an alleged breach of the revenue laws of the United States of America.

6. They deny the imprisonment of the master, mate, and crew, but admit all the other allegations of fact in paragraph 6 of said Claim.

7. They deny the allegations of fact contained in paragraph 7 of said Claim.

8. They deny the allegations of fact contained in paragraph 8 of said Claim.

9. Having no sufficient knowledge or information for the purpose, they neither admit nor deny the allegations of fact contained in paragraphs 9, 10 and 12 of said Claim, and as to such of them as may be material the United States invite and require authentic and suitable proofs before the High Commissioners.

10. It is averred on the part of the United States that the said seizure was made in good faith by officers of the United States within the line of their duty and by authority and mandate of the municipal laws of the United States for violation of the statutes of the United States; and they aver that the master and owners of said ship appeared in the said District Court of Alaska, which was in such cases a court of general jurisdiction in and for the United States, pleaded therein and submitted fully to the jurisdiction thereof in the premises.

11. The United States aver that before, at the time of, and after the said seizure of the said vessel, the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and further that at the times aforesaid the beneficial interest in the whole or a part of said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

12. The United States submit to the High Commissioners that by reason of the premises, if the United States are liable at all, they are liable only for the value of such property as was lost to the owners by the seizure and detention of the said schooner, for the damage to such property from such seizure and detention, as was restored to the owners, and for the market value of the use of charter of a like ship during the time of detention. And they submit that in any event the damages claimed by the British Government are of the nature of prospective profits and speculative damages, so uncertain as to form no legal, equitable or suitable basis for a finding of fact upon which an assessment thereof can be predicated.

13. That the damages claimed are grossly excessive.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "OSCAR AND HATTIE."

CLAIM No. 23

Filed November 25, 1890.

10 1. The "Oscar and Hattie" was a British schooner registered at the Port of Victoria, British Columbia.

2. On or about the 18th day of February, 1892, the "Oscar and Hattie," of which Thomas Turtle was master, sailed for the port of Yuquina, in the State of Oregon, bound for a sealing voyage in the North Pacific Ocean. She carried a crew of sailors and hunters and was fully equipped for said voyage.

3. The schooner continued sealing in the North Pacific Ocean, and outside the limits of Behring Sea, up to the latter part of August, 1892, when, becoming short of water, and prepared to give up sealing for the season, the schooner was put about with the object of proceeding direct to Victoria, which was her home port.

4. For the purpose of taking in sufficient water for the trip to Victoria, and for no other purpose, the schooner was compelled to, and did, put into Gotzleb Harbour, which is situate on the northern side of Attu Island, the western island of the Aleutian group. The weather was so stormy that the schooner was unable to take in a supply of water on the southern side of the Island, as she otherwise would have done, and thus have avoided entering Behring Sea at all.

5. On the 30th day of August, whilst the schooner was actually taking in a supply of water, she was boarded by Ensign Harrison, of the United States man-of-war "Mohican," who overhauled the papers of the "Oscar and Hattie" and took possession of the ship's official log and ship's log. The said officer, with the crew, remained in charge of the "Oscar and Hattie" until the evening of the 1st day of September, during which time the master of the "Oscar and Hattie" protested against such seizure.

6. On the 1st day of September, in pursuance of orders received from the commander of the "Mohican," the "Oscar and Hattie," under the direction of an officer and a prize crew from the said "Mohican," was navigated to the Port of Unalakaska. On arrival at Unalakaska the "Oscar and Hattie" was taken in charge by the United States man-of-war "Yorktown," who kept her in charge for some ten days after the arrival of the said schooner at Unalakaska, and then handed her over to Her Majesty's ship "Melpomene," to be proceeded against for an alleged breach of the terms of the *modus vivendi* of 1891.

7. The said schooner was then sent to the Port of Victoria, British Columbia, where proceedings were taken against her, and against her equipment and everything on board of her, at the instance of Her Majesty the Queen, in the Exchequer Court of Canada, British Columbia Admiralty Division, for condemnation for a breach of the terms of the said *modus vivendi* of 1891, and for contravention of "The Seal Fishery (Behring's Sea) Act, 1891."

8. This cause was tried at the City of Victoria, British Columbia, and resulted in a decree being granted by the said court on the 5th day of September, 1893, condemning the said schooner, her equipment and everything on board thereof, as forfeited to Her Majesty for contravention of the said Act.

9. Against this decree an appeal was taken to the Supreme

(Claim No. 23.)

Court of Canada, and on the 20th day of February, 1894, the said Supreme Court of Canada gave judgment reversing the said decree of forfeiture, and ordering and adjudging the said "Oscar and Hattie," and her equipment and everything on board her, or any part thereof, having been sold, either before or in pursuance of the said judgment, the amount realized upon such sale or sales to be forthwith paid to the owners of the said schooner "Oscar and Hattie," with all interest accrued thereon.

10. Pending the suit the "Oscar and Hattie," and also the seal skins on board her, were sold at prices below their value.

11. On the trial of the "Oscar and Hattie" it was clearly proved, as the fact was, that the said schooner had not committed, or attempted to commit, any breach of the terms of the said *modus vivendi* of 1891, or in any way contravened the provisions of The Seal Fishery (Behring Sea) Act, 1891, and that the occasion of her entering Behring Sea was the necessity of procuring a sufficient supply of water to take her to Victoria.

12. It was also proved, as the fact was, that the commander of the United States ship "Mohican," at the time he made the seizure, knew, and had good reason to know, that the reason why the "Oscar and Hattie" was within the Behring Sea at the time she was seized was to obtain water, and he had no reasonable ground for supposing that she had been engaged, or intended to engage, in seal fishing in the prohibited waters.

13. The decree of condemnation against the said "Oscar and Hattie," her cargo and outfit, having been reversed, Her Britannic Majesty claims that the damages should be paid by the Government of the United States for the loss, damage and expense suffered and incurred by reason of the premises.

14. The claim made for the loss arising out of the premises is the sum of \$12,000 and interest from the date of loss at the rate of seven per centum per annum.

ANSWER OF THE UNITED STATES.

Filed December 1, 1890.

1. Without admitting to be true any statement of fact set out and specified in the said Claim numbered 23, the Government of the United States insists that Her Majesty's Government is not entitled to claim compensation by virtue of the Convention under which the High Commissioners are proceeding for any cause stated in said Claim numbered 23, arising out of the seizure of the schooner "Oscar and Hattie," for the reason that it appears that the seizure alleged to have been made by the United States was made in accordance with the agreement between the Government of Her Britannic Majesty and the United States, signed at Washington on the 15th day of June, 1891, and for the reason that it does not appear that the United States failed in performing, or failed

2. The United States aver that in the seizure and detention of that vessel and every vessel or person on its part under clause three of said agreement, the United States made such seizure and detention in good faith, on reasonable and probable cause to believe that the vessel or person had offended against the prohibition of said agreement, but that it did not undertake, in and by said agreement, at all events to convict every such vessel or person of such offense. Further-

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more, the United States aver that the seizure and detention of said schooner by the United States, after the fact and after the said schooner had passed from the custody of the United States to that of Great Britain, in strict accordance with said agreement between the nations, was found by the judgment of the Courts of Her Majesty having jurisdiction in that behalf, to have been had and made on a prima facie case and on reasonable and probable cause.

10 3. The United States do not admit any liability on this claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY ARISING OUT OF THE SEIZURE OF THE
SCHOONER "WINIFRED."

CLAIM No. 24

Filed November 25, 1896.

- 10 1. The "Winifred" was a British schooner, registered at the Port of Victoria, British Columbia.
2. In the early part of the season of 1892, the "Winifred" sailed from the Port of Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean. Her master was Captain Hansen, and she carried a crew of twelve sailors and hunters; and was fully equipped for the said voyage, and for the hunting and capture of seals.
- 20 3. The "Winifred" was driven into Behring Sea by stress of weather, and on the 20th day of July, 1892, she was illegally seized in latitude 55.21.45, longitude 163.35 west, about 15 miles from Amak Island, being the nearest land, and her officers and crew illegally arrested and kept prisoners for a very considerable time; and the said vessel, her cargo and outfit were illegally appropriated to the use of the Government of the United States of America, and were absolutely lost to the owners and other persons interested therein.
- 30 4. The said acts were done by the authority of the Government of the United States of America.
5. By reason of the premises the further prosecution of the said sealing voyage during the year 1892, was wholly prevented; and the said vessel, her cargo and outfit were absolutely lost to the owners and others interested therein. And other loss, damage and expense were suffered and incurred by the owners and other persons interested in the said schooner, her cargo and sealing voyage.
- 40 6. Her Britannic Majesty claims, in respect of the premises, the sum of \$15,000, and interest thereon from the date of loss at the rate of seven per centum per annum.
7. Her Britannic Majesty, in addition to the above, claims the sum of \$3,500 for the illegal arrest and imprisonment of the master and mate of the said schooner "Winifred."

ANSWER OF THE UNITED STATES.

Filed December 1, 1896.

- 50 1. They admit that the said vessel, the "Winifred," was seized by the United States Revenue Cutter "Rush" on or about July 20th, 1892, but aver that the said seizure was made in strict accordance with and by virtue of an agreement and Convention between the United States and Great Britain then in full force, known as the *modus vivendi*, and that afterwards and on or about the 27th day of July, 1892, by the direction and agreement of Her Britannic Majesty, the said schooner was seized and taken within the jurisdiction of the United States of America and within the jurisdiction of the District Court of Alaska, which was and is the only court of the United States having an admiralty and maritime jurisdiction over and in their territory of Alaska and its waters, and was then and there seized on a charge of violating the revenue laws of the United States, and thereupon the said "Winifred" was duly libeled in the said District Court of the
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(Claim No. 24.)

United States in a case entitled "The United States vs. the schooner 'Winifred,' her boats, tackle, apparel, furniture and cargo;" that thereafter the masters and owners of the said "Winifred" appeared in the said District Court, in said cause, and filed answers on the merits and fully submitted to the jurisdiction of said court in said cause; that on the issue so joined the said master and owners were represented by counsel and testimony were taken thereon, and that after proceedings were duly had and after due notice of hearing, the said issue was brought on for trial, and trial was duly had, and afterwards a decree of forfeiture or condemnation of the said "Winifred," her boats, tackle, apparel, furniture and cargo, was duly entered by the said court, and that in and by said decree it was provided that unless an appeal should be taken from said decision, within the time prescribed by law and the rules of the court, a writ of venditioni exponas be issued commanding the Marshal, who was the executive officer of that court, to sell the said "Winifred," her boats, tackle, apparel, furniture and cargo; that said decree was entered on or about March 1st, 1894, and no appeal having been taken within the time prescribed by law, the said writ was duly issued and the said vessel, her boats, tackle, apparel, furniture and cargo, sold; and the United States aver that all of said proceedings of and in said court were had and taken by the consent and direction of Her Britannic Majesty.

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1. The United States aver that before, at the time of, and after the said seizure of the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and, further, that at the times aforesaid the beneficial interest in the whole or a part of said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

2. The United States aver that before, at the time of, and after the said seizure of the said vessel, her apparel, outfit and cargo, were wholly or in part the actual property of a citizen or citizens of the United States, and, further, that at the times aforesaid the beneficial interest in the whole or a part of said vessel, her apparel, outfit and cargo, was possessed and owned by a citizen or citizens of the United States, and that her said voyage was entered upon and prosecuted, in whole or in part, for the benefit of a citizen or citizens of the United States.

3. The United States admit that by reason of process at the time aforesaid, said vessel, her cargo and outfit, were taken from and absolutely lost to the owners and others interested therein.

4. The United States deny that the master and mate of the "Winifred" were illegally arrested and imprisoned.

5. The United States deny any liability on this claim.

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY, ARISING OUT OF THE SCHOONER
"WANDERER" HAVING BEEN WARNED AGAINST
ENTERING THE WATERS OF BEHRING SEA.

CLAIM No. 25.

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Filed November 23, 1896.

1. The "Wanderer" was a British schooner registered at the port of Victoria, British Columbia.

2. On or about the 4th March, 1889, the "Wanderer" sailed from Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea. Her master was Henry Paxton and her mate was August Bjerre. She carried a crew of twelve sailors and hunters, and was fully equipped for said voyage, and for the hunting and capture of seals.

3. During the sealing seasons of 1886 and 1887 the United States Government caused the waters of Behring Sea, and especially what is known as the sealing ground therein, to be cruised by several of their revenue cutters, and several sealing schooners to be seized, and the masters, mates and crews to be arrested, detained, fined and imprisoned for sealing in Behring Sea outside of the Territorial Waters.

4. On or about the 21st day of March, 1889, the President of the United States of America issued a proclamation warning all persons against entering the waters of Behring Sea for the purpose of killing fur seals, and making known that he was to cause one or more vessels of the United States to diligently cruise the waters of Behring Sea and arrest all persons and seize all vessels found to be or to have been engaged in sealing in Behring Sea, and that all persons found to be or to have been engaged in killing fur seals therein would be arrested and punished by imprisonment or fine, or both, and that vessels so employed, their tackle, apparel, furniture and cargoes, would be seized and forfeited.

5. The President of the United States did in effect carry out the provisions of said proclamation by causing several United States revenue cutters to cruise the waters of Behring Sea during the sealing season of 1889, and especially what is known as the sealing ground therein, and seizing a number of sealing vessels and arresting their masters and crews.

6. By reason of such proclamation and of the seizures, arrests, detentions, fines and imprisonments made in 1886 and 1887 as aforesaid, which came to the knowledge of the members of the crew of the "Wanderer" while on her way to the sealing ground in the Behring Sea, the said crew were intimidated to the extent of refusing to continue their hunting voyage to and in Behring Sea, and the schooner had to return to Victoria.

7. By reason of the premises the seal hunting voyage in Behring Sea during the year 1889 was wholly prevented, and other loss, damages and expense were suffered and incurred by the owner and others interested in the said schooner, her cargo and sealing voyage.

8. Under the facts as found in the Award of the Paris Tribunal of Arbitration, the seizures, proclamation and other acts above mentioned of the United States Government were without any warrant or right according to the principles of international law, and Her Britannic Majesty claims that full

(Claim No. 25.)

and complete compensation should be made in the premises by the Government of the United States of America to the Government of Her Britannic Majesty.

2. The claim made for the loss arising out of the premises is the sum of \$10,000, with interest thereon from the date of loss at the rate of seven per centum per annum.

10

ANSWER OF THE UNITED STATES.

Filed December 30, 1896.

Without admitting to be true the several allegations of fact made in the said Claim by the Government of Great Britain, the United States will insist upon the High Commissioners that in and by the said Claim no case is made or stated by which the United States should respond in compensation in any amount under the said Convention.

The United States aver that by no act of the Government of the United States has any loss accrued to the schooner "Wanderer," her owners or other persons interested in said schooner, for which that Government is chargeable under the Award of the Paris Tribunal of Arbitration or under the principles of international law.

30

IN THE MATTER OF THE CLAIM OF HER BRITANNIC
MAJESTY FOR THE COSTS IN THE "SAYWARD
CASE."

CLAIM No. 26.

Filed November 23, 1896.

- 10 1. The "W. P. Sayward" was a British schooner registered at the Port of Victoria, British Columbia.
2. On the 16th day of May, 1887, the "W. P. Sayward" sailed from the Port of Victoria, British Columbia, bound on a sealing voyage to the North Pacific Ocean and Behring Sea.
3. On the 9th day of July, 1887, whilst in Behring Sea, and distant about 50 miles from the nearest land, the "W. P. Sayward" being then lawfully engaged in the taking of seals at that place, was illegally seized by the United States revenue cutter "Rush."
- 20 4. After seizure, she was taken to Ounalaska, and thence to Sitka, where she was libeled at the instance of the United States District Attorney for the District of Alaska, on a charge that the said vessel, her master, officers and crew were found engaged in killing fur seals within the limits of the waters of Alaska Territory, in violation of section 1,956 of the Revised Statutes of the United States of America. The information of the said libel was filed on the 13th day of September, 1887; and such proceedings were afterwards had and
- 30 taken upon the said libel that the said District Court condemned the said schooner, her tackle, apparel, furniture and cargo.
5. Afterwards, acting upon the advice of counsel learned in the law, and with the object of obtaining possession of his said schooner, outfit and cargo, her owner caused an appeal to be taken to the Supreme Court of the United States of America from the said decree and judgment, which appeal was, by the judge of said Court, permitted to be filed.
- 40 6. After the said appeal had been pending for some time, and, again acting upon the advice of counsel learned in the law, for the purpose of preventing the enforcement of the decree or sentence condemning the said schooner, her outfit and cargo, and obtaining a release from the bond which had been given when the said appeal had been taken out, proceedings were taken in the Supreme Court of the United States of America by a writ of prohibition directed to the judge of the District Court of the United States of America in and for the said District of Alaska, prohibiting him from
- 50 in any manner enforcing the said decree or sentence, or completing the said decree with a valid sentence, or for any purpose from taking any further steps whatever in the said case, or in any matter remaining to be done in consequence of the said decree, and prohibiting the said judge from making any order, judgment or decree in or about the premises, and generally from further exercising jurisdiction in the said case or enforcing any order, judgment or decree made under colour thereof.
7. The petition for such writ of prohibition was presented
- 60 both on behalf of the owner of the ship and also on behalf of Sir John Thompson, K.C.M.G., Her Britannic Majesty's Attorney-General for Canada, and, after hearing argument for and against the same, leave to file such petition was granted.
8. The said petition for a writ of prohibition was afterwards fully considered by the said Supreme Court of the United

(Claim No. 26.)

States of America, with the result that judgment was given by the said Supreme Court, refusing to grant the said writ of prohibition on the grounds set forth in that judgment, to which reference is made.

9. The costs, charges and expense incurred in and for the said appeal to the Supreme Court of the United States of America, and also in and for the said application for a writ of prohibition, amounted to the sum of \$62,827.12; and Her Britannic Majesty claims that the said costs, charges and expenses, having been incurred in a fair and bona fide attempt to recover back property which, according to the finding of the Award of the Paris Tribunal of Arbitration, had been illegally seized and condemned at the instance of the Government of the United States of America, should be repaid by the Government of the United States of America to the Government of Her Britannic Majesty.

20

MOTION TO DISMISS.

The counsel of the United States, distinguishing this claim from claim numbered 6, filed before the Commissioners in respect of the vessel "W. P. Sayward," move the High Commissioners to dismiss from consideration the demand of the Government of Great Britain embraced and described in claim numbered 26, as above described and specified.

The grounds of the foregoing motion are as follows:

1. Because the demand therein described is not claimed by Her Britannic Majesty's Government to be, and is not, in fact, a claim for damages made by a person or persons in whose behalf Great Britain is entitled to claim compensation from the United States within Article I. of the Convention between the United States and Great Britain, ratified by the President of the United States April 23, 1896, and by Her Britannic Majesty on May 14th, 1896, but that the said demand is for the sum of \$62,847.12, no part of which was expended by the owner or owners of the said "Sayward," or any other person or persons in connection with the proceedings before the Supreme Court of the United States detailed in said Claim No. 26, but is the identical sum of expenses claimed to have been incurred by the Government of Great Britain, through Her Majesty's Government of Canada, in connection with the said proceedings in the Supreme Court of the United States, as appears by the deliberate averment of Great Britain, made for the high purposes, and for the enlightenment, of the Tribunal of Arbitration held at Paris under the Treaty between Great Britain and the United States, signed at Washington, February 29th, 1892.

2. Because the said demand described and set out in claim numbered 26 was not embraced in the schedule to the British Case, pages 1 to 60 inclusive, as presented to said Tribunal of Arbitration.

3. Because it was not included in, but, on the contrary, was excluded from, the Award of the said Tribunal of Arbitration.

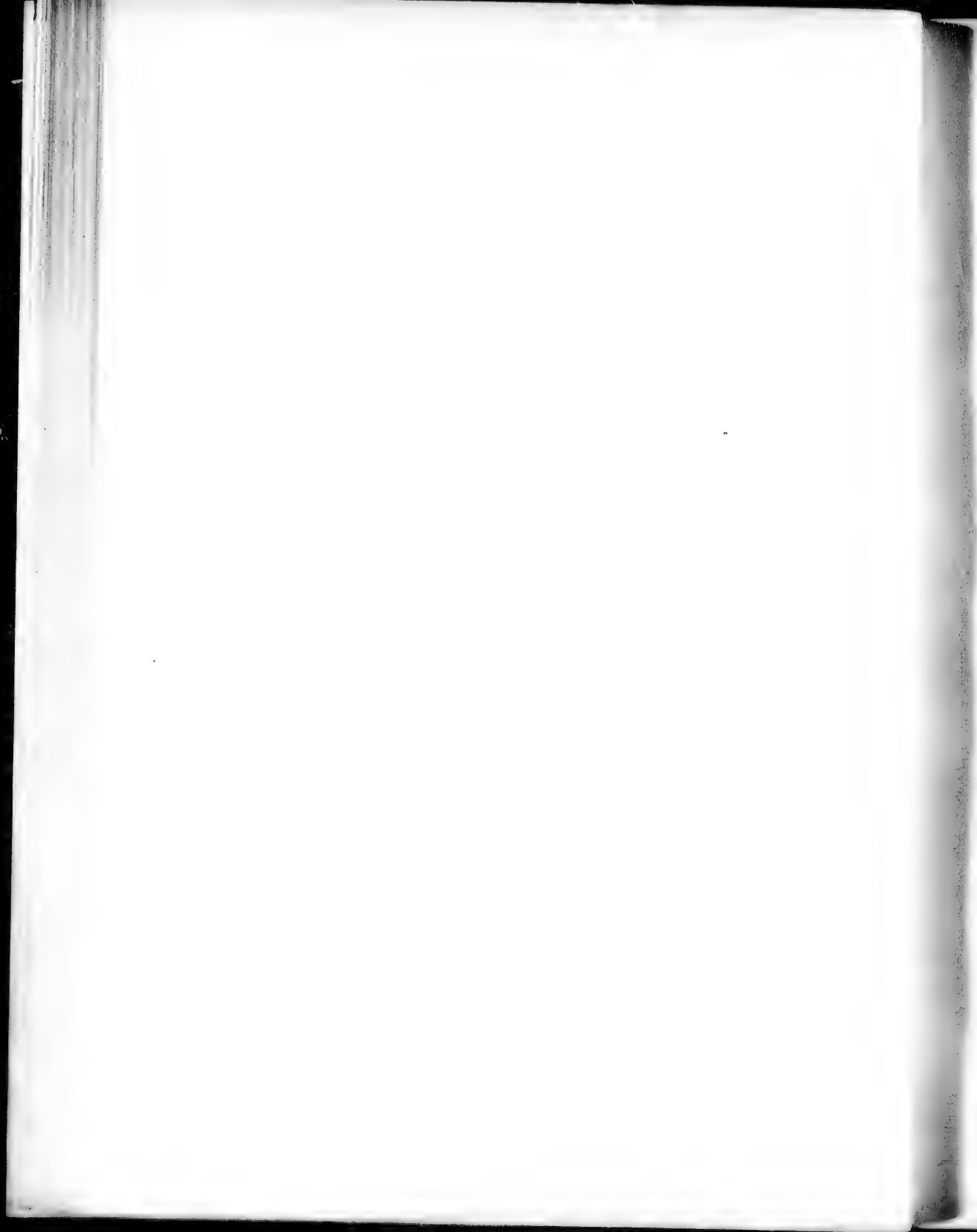
4. Because it was not embraced in the said Convention between the United States and Great Britain for the settlement of claims presented by Great Britain against the United States.

(Claim No. 26.)

5. Because the said claim numbered 26 is not a claim arising by virtue of the Treaty aforesaid, or by the Award and findings of the said Tribunal of Arbitration, and is not an additional claim specified in the fifth paragraph of the preamble to said Convention, and is not the claim entitled "Costs in 'Sayward' Case" scheduled in the list of claims intended to be referred, appended to said Convention, entitled "Appendix of Claims—Claims Submitted to the Tribunal of Arbitration at Paris."

- 10 The United States submit this motion to the High Commissioners with the statement that they are now prepared to answer any claim for such "Costs in 'Sayward' Case" as have been incurred by any person or persons, and which were "submitted to the Tribunal of Arbitration at Paris," or any claim for "Costs in 'Sayward' Case" incurred by any person or persons; but if it shall be insisted by Her Majesty's Government that claims for expenditures in that case, made by
20 that Government or by the Government of Canada, shall be presented and considered before the Commissioners, then the counsel for the United States will move the High Commissioners for the postponement of the hearing of this motion until communication can be had with their Government.

DON M. DICKINSON,
ROBERT LANSING,
Counsel for the United States.



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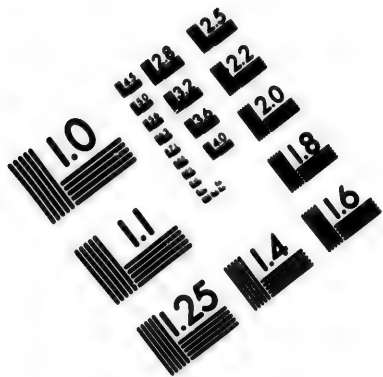
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Commissioners under the Convention of February 8, 1896, between the United States and Great Britain.

EXHIBITS.

EXHIBIT No. 1 (G. B.), CLAIM No. 1.

20

CERTIFICATE OF BRITISH REGISTRY.

(SEAL).

Official number of ship--61309. Port Number--1/1870.
Date of registry--21st March, 1870. Name of Ship--
"Carolina." Foreign built at Port Franklin, Wash-
ington Territory. Port of Registry--Victoria. How
propelled--sails.

30	Number of decks . . . one.	Build	Carvel.
	Number of Masts . . two.	Galleries	none.
	Rigged schooner.	Head	billet.
	Stern square.	Framework	wood.

MEASUREMENTS.

	Feet.	Tenth.
Length from the fore part of stem under bow- sprit to the aft side of the head of stern post	45	
40 Main breadth outside plank	15	
Depth in hold from tonnage deck to ceiling at midships	5	

Tonnage.	Number of Tons.
Tonnage under tonnage deck	31.90
Total register tonnage	31.90

50 I, the undersigned Registrar of the Port of Victoria,
B. C., hereby certify that the ship, the description of
which is prefixed to this my certificate, has been duly
surveyed, and that the above description is true; that
Francis Armstrong is Master of said ship, and that the
name, residence and description of the owner, and number
of sixty-fourth shares held by him, are as follows:

Name, Residence and occupation of No. of Sixty-fourth
owner. shares.

Francis Armstrong of Victoria, Trader. Sixty-four shares.

60 Dated at Victoria the 21st day of March one thousand
eight hundred and seventy.

H. HANLEY,

Registrar [L. S.]

(Endorsed)—Certificate of Registry. Original. Exhibit
I., A. T. L.

JOHN C. CANTWELL,

3rd Lieut. U. S. R. M.

(Exhibits Nos. 2, 3 and 4.)

EXHIBIT No. 2 (G. B.), CLAIM No. 1.

DOMINION OF CANADA. No. 63.
COASTING LICENSE.

For the year 1886.

10

To all whom it may concern :

This License is granted to James Ogilvie of Victoria, B. C., Master of the "Carolina" of Victoria, B. C., 31.90 tons burden, British registered and wholly owned by British subjects, to employ the said vessel to carry goods, always subject to entry or clearance, conformably with the coasting regulations of the Dominion of Canada, he having with two sureties, entered into the necessary bonds.

20

Given under my hand this 16th }
day of February, 1886.

A. R. MILNE,
pro. Collector.

Customs of Canada,
Feb. 16, 1886.
Victoria, B. C.

PORT OF VICTORIA, B. C.
This License expires on the
30th day of June, 1886.

30

(Endorsed)—Exhibit K. A. T. L.
JOHN C. CANTWELL.

EXHIBIT No. 3 (G. B.), CLAIM No. 1.

PORT OF VICTORIA, BRITISH COLUMBIA.

These are to Certify, to all whom it doth concern.

40

That James Ogilvie, Master of the Br. Schr. "Carolina," burden 31.90 Tons, navigated with eleven (11) men, British built and bound for Pacific Ocean, Behring Sea, and Okhotsk Sea, having on board ballast and stores, on a Fishing and Hunting voyage, hath here entered and cleared his said vessel according to law.

CLEARANCE.

50

Given under my hand and seal at the Custom House at the Port of Victoria, B. C., in the Province of British Columbia, this 19th day of May, one thousand eight hundred and eighty-six.

A. R. MILNE,
pro. Collector.

(Endorsed)—Exhibit L. A. T. L.
JOHN C. CANTWELL,
3rd Lieut. U. S. R. M.

60

EXHIBIT No. 4 (G. B.), CLAIM No. 1.

This exhibit is a copy of the Bill of Health of the schooner "Carolina," dated May 19, 1886, Custom House, Port of Victoria, B. C., and signed A. R. Milne, Pro. Collector of Customs.

By order of the Commissioners on consent of counsel it is not printed.

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EXHIBIT No. 5 (G. B.), CLAIM No. 1.

(Endorsement.)

Registered at the Port of Victoria, B. C., 3th Feby. 1885 at 10 A. M. Folio 197. Book B. H. Hanley - (British Columbia Customs Seal).

BILL OF SALE.

OFFICIAL NUMBER OF SHIP 61,809.		NAME OF SHIP "CAROLINA."	
Port Number and Year of Registry.	Port of Registry.	Where built.	When built.
21st March '70.	Victoria, B. C.	San Juan.	Uncertain.
BUILD.		FEET.	
Number of Decks.	One.	Length from forepart of Stern, under the bowsprit, to the aft side of the Head of the Stern post.	45
Number of Masts.	Two.	Mainbreath to outside of Plank.	15
Rigged.	Schooner.	Depth in Hold from Tonnage Deck to Ceiling at Midships.	5
Stern.	Square.	Depth in Hold from Upper Deck to Ceiling at Midships in the case of three Jacks and upwards.	"
		Length of Engine Room, if any.	"
GROSS TONNAGE.		No. of Tons.	
Under Tonnage Deck.	No. of Tons.	Decks Allowed.	Nil
Closed in Spaces above Tonnage Deck, if any, Space or Spaces between Deck, Poop, Forecastle, Roundhouse.	\$1.90	On account of Spaces required for Propelling Power.	
Other closed in Spaces, if any, as follows:		On account of Spaces occupied by Seamen or Apprentices, appropriated to their use, and kept free from goods and stores of every kind not being the personal property of the Crew. These Spaces are the following, viz.:	
		Total Deductions.	Nil

I, Donald Urquhart, Master of the Steamer "Alexander," of the City of Victoria in the Province of British Columbia, in consideration of the sum of Six Hundred and Sixty-seven Dollars (said consideration money being value of 1/3 int paid to me by William Munroe, Grocer, Victoria, British Columbia, the receipt whereof is hereby acknowledged, transfer Twenty-one Shares in the Ship above particularly described, and in her boats and appurtenances to the said William Munroe of the City and Province of British Columbia, as aforesaid for myself and my heirs committed to the said William Munroe of the City & Province aforesaid and his assigns that I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from incumbrances whatsoever & wheresoever.

In witness whereof I have hereunto subscribed my name and affixed my seal this Twenty-first day of January one thousand eight hundred and eighty-five (1885).

D. URQUHART. [seal.]

Executed by the above-named Donald Urquhart, in the presence of CHAS. HATWARD, Jr.

(Exhibits Nos. 6 and 7).

EXHIBIT No. 6 (G. B.), CLAIM No. 1.

(Endorsement.)

Registered at the Port of Victoria, B. C., 5th Feby., 1885,
at 10 A. M., Folio 197, Book B. H. Hanley
(British Columbia Customs Seal).

10 BILL OF SALE, SHIP "CAROLENA."

(The description of the vessel is identical with the description given in Exhibit No. 5 (G. B.), Claim No. 1, and is omitted here by consent of counsel.

I, Donald Urquhart, Master of the Steamer "Alexander" of the City of Victoria in the Province of British Columbia, in consideration of the Sum of Six hundred & sixty seven Dollars paid to me by William Munsie, Grocer of Victoria, British Columbia the Receipt whereof is hereby acknowledged, transfer Twenty-one Shares in the Ship
20 above particularly described, and in her boats, and appurtenances, to the said William Munsie of the City & Province aforesaid.

Further, I the said Donald Urquhart, Master of the Steamer "Alexander" as aforesaid for myself and my heirs covenant with the said William Munsie of the City & Province aforesaid and his assigns, that I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from incumbrances whatsoever & wheresoever.

30 In witness whereof I have hereunto subscribed my name and affixed my seal this 4th day of February One thousand eight hundred and eighty-five.

D. URQUHART. [SEAL.]

Executed by the above-named Donald Urquhart in the presence of CHAS. HAYWARD, Jr.

EXHIBIT No. 7 (G. B.), CLAIM No. 1.

(Endorsement.)

Registered at the Port of Victoria, B. C., Feby. 5th, 1885,
40 at 10 A. M. Folio 197, Book B. H. Hanley.
(British Columbia Customs Seal.)

BILL OF SALE, SHIP "CAROLENA."

(The description of the vessel is identical with the description given in Exhibit No. 5 (G. B.), Claim No. 1, and is omitted here by consent of counsel.

I, Donald Urquhart, Master of the Steamer "Alexander" of the City of Victoria in the Province of British Columbia in consideration of the Sum of Six Hundred & sixty seven Dollars paid to me by Henry Matheson, mariner, of the City of Victoria, Province of British
50 Columbia, the Receipt whereof is hereby acknowledged, transferred Twenty-two Shares in the Ship above particularly described, and in her boats and appurtenances, to the said Henry Matheson of the City & Province aforesaid.

Further, I the said Donald Urquhart, Master of the Steamer "Alexander" for myself and my heirs covenant with the said Henry Matheson, mariner, and his assigns, that I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred and
60 that the same are free from incumbrances whatsoever & wheresoever.

In witness whereof I have hereunto subscribed my name and affixed my seal this Twenty-first day of January one thousand eight hundred and eighty five (1885).

D. URQUHART. [SEAL.]

Executed by the above-named Donald Urquhart in the presence of CHAS. HAYWARD, Jr.

(Exhibits Nos. 8 and 9).

EXHIBIT No. 8 (G. B.), CLAIM No. 1.

(Endorsement.)

Registered at the Port of Victoria, B. C., 30th Sep., 1885,
3.25 P. M. Folio 203. H. Hanley.
(British Columbia Customs Seal).

BILL OF SALE, SHIP "CAROLINA."

- ¹⁰ (The description of the vessel is identical with the description given in Exhibit No. 5 (G. B.), Claim No. 1, and is admitted here by consent of counsel.

I, Henry Matheson, Master of the Schr. "Carolina" of the City of Victoria in the Province of British Columbia in consideration of the Sum of Six Hundred & sixty-nine Dollars paid to me by Wm. Munsie, Grocer of the City of Victoria in the Province of British Columbia the Receipt whereof is hereby acknowledged, transfer Twenty-two Shares in the Ship above particularly described, and

- ²⁰ in her boats, and appurtenances, to the said William Munsie of the City & Province aforesaid.

Further, I the said Henry Matheson, Master of the said Schooner "Carolina" for myself and my heirs covenant with the said William Munsie, Grocer, and his assigns, that I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred and that the same are free from incumbrances whatsoever and wheresoever.

- ³⁰ In witness whereof I have hereunto subscribed my name and affixed my seal this nineteenth day of June, One thousand eight hundred and eighty-five.

HENRY MATHESON. [SEAL].

Executed by the above named Henry Matheson, in the presence of FREDERICK CARNE, Jr.

EXHIBIT No. 9 (G. B.), CLAIM No. 1.

(Endorsement.)

Registered at the Port of Victoria, B. C., 30th Sept., 1885,
3.25 P. M. H. Hanley, Register.
(British Columbia Customs Seal).

MORTGAGE (TO SECURE PRINCIPAL SUM AND INTEREST) SHIP "CAROLINA."

(The description of the vessel is identical with the description given in Exhibit No. 5 (G. B.), Claim No. 1, and is omitted here by consent of counsel.

- ⁵⁰ I, the undersigned William Munsie, Grocer of the City of Victoria Province of British Columbia in consideration of One thousand Dollars this day lent to me by Andrew J. Bechtel, Hotel Proprietor, Victoria, British Columbia do hereby for myself and my heirs, covenant with the said Andrew J. Bechtel of the City & Province aforesaid firstly: That I or my heirs, executors or administrators, will pay to the said Andrew J. Bechtel, the said sum of One thousand Dollars ("together with interest thereon at the rate of" stricken out) without interest ("per cent. per annum on the day of" stricken out) on demand ("next; and secondly, that if the said principal sum is not paid on the said day or heirs, executors, or administrators, will, during such time as the same or any part thereof remain unpaid, pay to the said

interest on the whole or such part thereof as

(Exhibit No. 9).

may for the time being remain, unpaid, at the rate of per cent. per annum, by equal half-yearly payments on the day of and day of in every year;" stricken out); and for better securing to the said Andrew J. Bechtel the repayment in manner aforesaid of the said principal sum and interest I hereby mortgage to the said Andrew J. Bechtel Thirty-two
 10 shares of which I am the Owner in the Ship above particularly described, and in her boats, ("guns, ammunition, small arms" stricken out) and appurtenances. I declare that this mortgage is made on condition that the power of sale which by the Merchant Shipping Act 1854, is vested in the said A. J. Bechtel shall not be exercised until the said day of . Lastly, I for myself and my heirs, covenant with the said Andrew J. Bechtel and his assigns that I have power to mortgage in
 20 manner aforesaid the above mentioned shares, and that the same are free from encumbrances whatsoever and wheresoever.

In witness whereof I have hereto subscribed my name and affixed my seal this nineteenth day of June One thousand eight hundred and eighty-five.

WM. MUNSIE. [SEAL.]

Executed by the above-named William Munsie, in the presence of F. CARNE, Jr.

(Endorsement on back of Mortgage).

In consideration of the sum of One thousand Dollars
 30 being all principal money due on the within mortgage, the receipt and payment of which I hereby acknowledge, I hereby release and discharge the within vessel, "Carolina" and the within named William Munsie for all claims and demands in respect of such principal sum.

In witness whereof I have hereunto set my hand and seal this 7th day of November, A. D. 1890.

A. J. BECHTEL. [SEAL.]

Witness:

A. L. BELYEA.

10 Registered at the Port of Victoria, B. C., November 8, 1890, at 12 noon. Folio 213, Book B.

A. R. MILNE,

Registrar. [SEAL.]

The following eleven receipts are attached to the above mortgage and form part of Exhibit No. 9 (G. B.):

No. 1. VICTORIA, B. C., 19 Dec. 1885.

Received from WM. MUNSIE,

Sixty Dollars
 50 being amount due for Interest on mortgage Schr. "Carolina" to 19th Dec. 1885.

\$60.00

A. J. BECHTEL,

No. 2 VICTORIA, B. C., 21st June 1886.

Received from WM. MUNSIE, Esq.,

Sixty Dollars
 being amount interest due on mortgage Schr. "Carolina" to 19th June, 1886.

\$60.00

A. J. BECHTEL.

60 No. 3. VICTORIA, B. C. Dec. 26th, 1886.

Received from WM. MUNSIE,

Sixty Dollars
 being amount due for interest on mortgage Schr. "Carolina" to 19th Dec. 1886.

\$60.00

A. J. BECHTEL.

(Exhibit No. 9.)

- No. 4. VICTORIA, B. C. 19th June, 1887.
Received from WM. MUNSIE,
Sixty Dollars
being interest due on Mortgage Schr. "Carolena" to 19th
June, 1887.
\$60.00. A. J. BECHTEL.
- 10 No. 5. VICTORIA, B. C. Dec. 20th, 1887.
Received from WM. MUNSIE, Esq.,
Sixty Dollars
being amount due for interest on mortgage Schr. "Caro-
lena" to 19th Dec. 1887.
\$60.00. A. J. BECHTEL.
- No. 6. VICTORIA, B. C. 20th June, 1888.
Received from WM. MUNSIE,
Sixty Dollars
being amount interest due on mortgage Schr. "Caro-
lena" to 19th June, 1888.
\$60.00. A. J. BECHTEL.
- 20 No. 7. VICTORIA, B. C. 19th Dec. 1888.
Received from WM. MUNSIE, Esq.,
Sixty Dollars
being amount interest due on mortgage Schr. "Caro-
lena" to 19th Dec. 1888.
\$60.00. A. J. BECHTEL.
- No. 8. VICTORIA, B. C. 19th June 1889.
Received from WM. MUNSIE,
30 Sixty Dollars
being interest due on mortgage Schr. "Carolena" to 19th
June, 1889.
\$60.00. ANDREW J. BECHTEL.
- No. 9. VICTORIA, B. C. 19th Dec. 1889.
Received from WILLIAM MUNSIE,
Sixty Dollars
being amount of interest due on mortgage Schr. "Caro-
lena" to 19th Dec. 1889.
\$60.00. A. J. BECHTEL.
- 40 No. 10. VICTORIA, B. C. 25 June, 1890.
Received from WILLIAM MUNSIE
Sixty Dollars
being interest due on mortgage Schr. "Carolena" to 19th
June, 1890.
\$60.00. ANDREW J. BECHTEL.
- No. 11. VICTORIA, B. C., 1st Nov. 1890.
Received from WILLIAM MUNSIE.
50 Forty-three 35/100 Dollars
being amount remaining due on mortgage Schr. "Caro-
lena" to 1st Nov. 1890.
\$43.35/100. A. J. BECHTEL.

(Exhibit No. 10).

EXHIBIT No. 10 (G. B.), CLAIM No. 1.

(Vouchers 1-50 incl).

Voucher No. 1. (a.)

VICTORIA, B. C., April 1, 1886.

SCH. "CAROLINA"

10 Bought of S. L. KELLY & SON,
Importers in all the various kinds of
COOKING STOVES AND RANGES IN USE.

Feb'y 17.	To 2 Copper elbows	\$1 50	\$3 00
"	2 Joints copper pipe	1 25	2 50
"	Fitting up of same		87
	1 Lb. sheet copper & wire		63

April 20. \$7 00

20 Received Payment,
S. L. KELLY.

Voucher No. 1. (b.)

VICTORIA, B. C., June 1, 1886.

SCH. "CAROLINA,"

30 Bought of S. L. KELLY & SON,
Importers in all the various kinds of
COOKING STOVES AND RANGES IN USE.

May 17.	To 1-10 Qt. Kettle	\$	75
"	1-6 " Do		63
"	1-2 " Do		25
"	1 Large Coffee pot and 1 small Do	2	25
"	2 Press'd dish pans	1	00
"	1 Doz. press'd oval pans	3	00
"	1 " pie plates		37
40	1 chopping bowl and knife	1	25
"	2 Basting spoons, egg slice & fork		87
"	3 Bake pans (to order)	1	50
"	1 large fry pan		75
"	1 " Dipper & smaller Do.		75
"	1 small shovel		25
"	1 cullender		38

\$14 00

Paid

50 S. L. KELLY & SON.
July 10/86.

Voucher No. 2.

VICTORIA, B. C., Feb. 10th, 1886.

MR. OGILVIE—PER "CAROLENA"

To J. NOLAN, Dr.

Teamster.

60 To Hauling Lumber
Feb. 10. 2 loads to wharf

\$2 00

Paid

J. NOLAN
p. CHAMBERS.

(Exhibit No. 10).

Voucher No. 3. (a.)

* VICTORIA, B. C., June 3, 1886.

SCHR. "CAROLENA"

Bought of Wm. P. SAYWARD,
ISLAND LUMBER & SPARS.

10	May 17.	18 ft. 1 x 14 sfd	30
		70 " 1x 10 "	1 24
		13 " 2x3 D. D.	26
	19	7 " 1 x 4 T & G	13
		24 " P 1 x 4 sfd	12

\$2 05

Paid

W. P. SAYWARD,
p. C.

20

Voucher No. 3. (b.)

VICTORIA, B. C., Feb. 16, 1886.

SCHR. "CAROLINA,"

Bought of Wm. P. SAYWARD,
Manufacturer and Dealer in
ISLAND LUMBER AND SPARS.

	Feb. 10.	To 940 ft. 1 x 12	11 28
30		135 " 2 x 4	1 62
		168 " 1 x 6	2 01
		140 " 2 x 6	1 68
		80 " 4 x 4	96
		22 " 1 x 6 T & G	44
		975 " P. 1 x 3	4 87
		24 M shingles	6 87
	13.	300 ft. 1 x 4 T & G	7 50
		96 " 3 x 4	1 15
		34 " 2 x 10	41
40		1/4 M. shingles	68

\$39 47

Paid Feb. 16/86.

W. P. SAYWARD,
W. S. C.

Voucher No. 4. (a.)

VICTORIA, B. C., Feb. 13, 1886.

50 SCHOONER "CAROLENA"

Bought of E. G. PRIOR,
Importer ofHARDWARE, IRON AND STEEL, PLOWS, WAGONS, REAPERS,
BELTING, ETC.

	Feb. 12.	1 Padlock	50
		1 Hasp & staples	37
60	13.	1 Run. Lock	1 50

\$2 37

E. G. PRIOR,

Paid

Feb. 16, 1886.

per G. F. MATHEWS.

(Exhibit No. 10).

Voucher No. 4. (b.)

VICTORIA, B. C., June 30, 1886.

SCH. "CAROLINA,"

Bought of Importer of E. G. PRIOR,
HARDWARE, IRON AND STEEL, PLOWS, WAGONS, REAPERS,
BELTING, ETC.

10

May 15.	4 Butchers Steels.....	15 00	5 00
	4 5" Wilson's skinning knives.....	3 00	1 00
	2 Ripping knives.....	5 50	92
	2 " ".....	3 00	50
	1 doz. small files ass'd.....	2 00	1 00
	1 5" screwdriver.....		37
18.	2 Iron Ladles.....	4/-	1 00
			<u>9 79</u>

20

Received Payment Oct. 13/86.

pp. E. G. PRIOR,
G. F. MATHEWS.

Voucher No. 5.

\$3.50.

VICTORIA, B. C. Feb. 17th, 1886.

Received from Wm. MUNSIE, Drayage on a/c of Schr.
"CAROLINA," Three 50/100 Dollars.

30

JOSEPH HEANEY.

Voucher No. 6. (a.)

VICTORIA, B. C., 27th May, 1886.

SCHR. "CAROLINA" AND OWNERS,

40

Bought of E. B. MARVIN,
Importer and Dealer in

ANCHORS, CHAINS, MANILLA & HEMP CORDAGE.

1886.			
Feb'y. 16.	1-10 in. monkey wrench.....	1 25	
	1-compass.....	7 50	
	4-2 in. staples.....	10	
May 19.	5 pairs 7 ft. oars 70 ft. 12 1/2¢..	8 75	
50	5 " rowlocks 50¢.....	2 50	
	2 compasses 3.00.....	6 00	
	4-5 in. I. S. Pat. blocks 2.00.....	8 00	
	12 lbs. American rope 18¢.....	2 16	
			<u>\$36 26</u>
May 17.	1 lb. copper wire.....		75
			<u>\$37 01</u>

Paid
F. ADAMS.

60

(Exhibit No. 10).

Voucher No. 6. (b.)

VICTORIA, B. C. 15th Feby. 1886.

SCHR. "CAROLINA" AND OWNERS,

Bought of E. B. MARVIN,

Importer and Dealer in

ANCHORS, CHAINS, MANILLA, & HEMP CORDAGE.

1886.			
Feby. 3rd.	9 1/2 lbs. spunyarn.....	2 00	
	1 dble. 7 in. pat block 14 in. 30¢	4 20	
4	15 lbs. American rope 20¢.....	3 00	
	1 best seaming palm.....	1 25	
10	1-3 in. pat. sheeve.....	1 00	
	1/2 lb. 7/8 copper tacks.....	50	
	1 box galvd. hooks.....	1 00	
20	1 coil 9thd. rope 30 1/2 lbs. 14¢	4 27	
	20 lbs. 18thd. cod. lines 37 1/2¢	7 50	
	107 lbs. 2 1/2 in. Am. manilla		
	rope 20¢.....	21 40	
	142 lbs. 3 1/3 in. Am. manilla		
	rope 20¢.....	28 40	
	7 lbs. pump leather 50¢.....	3 50	
11	1/2 gal. stock tar.....	38	
	1/2 lb. bees wax.....	37	
12	14 " 2 in. American rope 20¢	2 80	
30	1/2 doz. sail needles.....	25	
	1 log slate.....	75	
15	4 lights 9 x 13 glass.....	50	
			\$83 07

Received Payment,

F. ADAMS,

for E. B. MARVIN.

40

Voucher No. 7.

VICTORIA, B. C., 7th April, 1886.

Mr. MUNSIE a/c Sch. "CAROLINA"

To P. J. LEECH,

For rating Chronometer 807..... \$5 00

Paid

P. J. LEECH.

50

Voucher No. 8.

VICTORIA, B. C., May 19, 1886.

Messrs. CARNE & MUNSIE

Bought of LANGLEY & Co.

Wholesale and Retail Druggists.

For Schooner "Carolina"

1 Lantern.....	1 00
603 doz. asst. Wicks 2/-.....	75

1 75

Paid June 30/86.

(Exhibit No. 10).

Voucher No. 9.

VICTORIA, B. C. May 26th, 1886.

SCHOONER "CAROLINA"

To JOHN ROBERTSON, *Dr.*

BLACKSMITH AND BOILER MAKER.

10	May	17.	To 3-5/8, 2-1/2 Bolts for Davits	1	25
			Spindle & 2 Bands for Windlass		
			Gear 27 lbs. 15c.	4	35
		18.	3 straps for tank 67 lbs. 12c.	8	04
		19.	2 Stands for Stearing Gear 97		
			lbs. 16c.	15	52
			2 Eye Straps Tiller 4 Bolts 34		
			lbs. 18c.	6	12
			6 3/4 Collar Eye Bolts & Nuts		
			18 lbs. 18c.	3	24
20			2-5/8 Eye Bolts.	1	25
			2 1/2 Drift Bolts.		25
			2 Staples for Wheel.		25
			4 3/4 Bolts 4-5/8 Screw Bolts.	4	00
			New Traveller & Socket 48 lbs.		
			18c.	8	64
			Pump Bucket repaired.	1	00
			2 Washers.		50
					\$54 41
					25
30					\$54 66

Received Payment,
JOHN ROBERTSON.

Voucher No. 10.

VICTORIA, B. C. May 19, 1886.

SCHOONER "CAROLENA"

To. CHAS. PARDOE, *Dr.*

40

GUNSMITH.

To 4000 #9 Gunwads 1.10..... 4 40

Received Payment,
C. PARDOE, July 18/86.

Voucher No. 11.

CLAYOQUOT, May, '86.

SCHOONER "CAROLENA" & OWNERS

To B. C. PILOTS, Schr. "Mary Taylor."

50			To 36 fathoms 2 1/2 in. manilla rope	7	36
			" 10 yards No. 3 Cotton Canvas	3	70
			" 5 " 4 " "	1	75
			" 2 Balls Seaming twine		75
			" 1 Rifle	10	00
60					\$23 56

The \$10 for Rifle to be refunded when the Rifle
is returned.Recd. Payment,
ANGUS McALISTER.

(Exhibit No. 10).

Voucher No. 12.

VICTORIA, B. C., May 17th, 1886.

SCHR. "CAROLINA" & OWNERS

To DEAN S. SEARS, Dr.

Sail Maker.

10	To 6½ days repairs on 3 sails at \$4.....	\$25 00
	" 8 yards No. 5 Duck at 34c., \$2.72, 12 lbs. H.	
	Rope at 2/- \$3.....	5 72
	" 19 reef points at 8c. \$1.52, Twine and wax	
	\$1.80.....	3 32

\$34 04

Recd. Payment,

DEAN S. SEARS.

20

Voucher No. 13.

VICTORIA, B. C., May 17th, 1886.

Messrs. CARNE & MUNSIE,

Bought of JOHN WEILER,

Manufacturer of Furniture.

	To 1 Doz. En. Plates.....	5 00
	" 1 " " pint mugs.....	5 75
30	" 1 " Knives & Forks.....	3 50
	" 1 " Table Spoons.....	2 00
	" 1 " Tea ".....	1 00

\$17 25

1 50

Steamboat globes, 18-75.....

For Schr. "Carolena."

16/9/86 Paid.

JOHN WEILER,
per O'B.

40

Voucher No. 14.

VICTORIA, B. C., June 1, 1886.

SCHR. "CAROLENA" & OWNERS,

Bought of P. McQUADE & SON,

Importers and Dealers in

MANILLA AND HEMP CORDAGE, ANCHORS, CHAINS, ROSIN.

50	May 13.	3 cans copper paint \$7.50, 2	
		Brushes \$1.75.....	\$9 25
	14.	47 lbs. 3 1/2 Lan yards \$8.46, 25	
		lbs. white lead \$2.25.....	10 71
		5 lbs. spunyarn .90, 5 lbs. Black	
		Paint .75.....	1 65
	"	1 Pr. Clasp & Hooks .50 1 single	
		& dble Pat. Block 2 in. \$5.25..	5 75
	"	2 1/2 lbs. Seasing .62, 1 Pair	
		Hooks & Thimble .75.....	1 37
60	"	4 1/2 lbs. Bolt Rope .61, 1 gall. B.	
		oil \$1.....	1 81
	"	1 lb. Pat. Driers .25, 2-12 Hasps	
		2 ton \$1.20.....	1 45
	"	3 lbs. Marlin .75 1-7 Com. Block	
		\$1.40.....	2 15

th, 1886.

25

35

4

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(Exhibit No. 10).

	" 1 Lig. Serving Board .75, 15 1-7	
	Pat. Block \$1.75.....	2 50
15.	5 lbs. spunyarn .90, 1-2 1/2 Galv.	
	Thimble .30	1 20
	" 12 1/2 White Lead \$1.25, 1/2 gal.	
	B. oil .50	1 75
17.	1-3 1/2 Pat. iron sheave \$1 30, 1	
10	lb. Calkin .15	1 45
	11 lbs. Bolt Rope \$1.98, 1 Hook	
	Thimble .21	2 23
18.	6 lbs. 1 1/2 Am. Manilla \$1.20, 5	
	ft. Spunyarn .90	2 10
19.	1-6 Spirit Compass \$22.50, 1 1/2	
	gall. B. oil \$1.50	24 00
	25 lbs. W. Lead \$2.25, 9 yds. 8 yd.	
	Duck \$1.62	3 87
20	4 lbs. Oakum .60, 8 ft. galv. Boat	
	Nails \$2	2 60
	17 1/2 yds. No. 6 Duck \$5.25, 5	
	lbs. spunyarn .90	6 15
	2 Balls Twine .75, 2 lbs. Pat.	
	Driers .90	1 75
	4 ft. pat. spikes .40, 11 ft. 2 Am.	
	Manilla \$2.20	2 60
	1-5 Brass Compass	5 25
		\$91 09
30	E. & O. E.	
	Paid	
	Sep. 10, 1886.	
	Victoria, B. C.	

Voucher No. 15.

VICTORIA, B. C., May 21st, 1886.

Messrs. CARNE & MUNSIE a/c Schr. "CAROLINA"

Bought of W. J. JEFFREE,

DEALER IN TRUNKS, VALISES, UMBRELLAS, &C.

40	To Mdse. supplied	
	Schr. "Carolina," as	
	per bill rendered	79 25
	10% Dis.	7 92 1/2
		\$71 32 1/2

Paid Sept. 17th, 1886.

Estate W. J. JEFFREE,

Pr. C. J.

50

Voucher No. 16.

VICTORIA, B. C., May 11, 1886.

SCHOONER "CAROLINA"

Bought of ON HING & BROTHER,

Manufacturers and Dealers in

CLOTHING, TEA, RICE AND TOBACCO.

	To 2 Doz. Blue overalls \$10	\$20 00
	" 1 " " Jumpers \$10	10 00
	" 1 " Check Shirts \$8	8 00
60	" 1 " Brown overalls \$6.50	6 50
	" 1 lb. Linen thread \$1	1 00
	" Needle	75

\$46 25

Paid, ON HING & BRO.

(Exhibit No. 10).

Voucher No. 17.

VICTORIA, B. C., May 25, 1886.

SCH. "CAROLENA"

To THOS. GOWEN, Dr.

Manufacturer of

10 SINGLE AND COMPOUND ENGINES, BOILERS, STEAM PUMPS,
ETC.

2 Boxes.....	1 00
1-1" Sq. Plate.....	10
Boxing Wheel, Boxes and Fay Shaft 10 h. at 50c.....	5 00
	<u>\$6 10</u>

Received payment,

WM. JAS. CULLUM,

Per THOS. GOWAN.

20

Voucher No. 18.

VICTORIA, B. C., Sept. 1886.

SCHOONER "CAROLINA"

Bought of

30

T. N. HIBBEN & Co.,

IMPORTING BOOKSELLERS AND STATIONERS.

1886.			
April 27.	Stationery.....	7 40	
	1 Chart Alaska.....	1 25	
	1 V. I. Supplement.....	1 25	
May 3.	1 Alaska Pilot.....	3 75	
	1 Memo.....	25	
40	4. 1 Log Book \$2.75, Nautical Al-		
	manac .75.....	3 50	
	18. 1 Chart North Pacific.....	5 00	
	1 " Kamschatcka.....	1 25	
Aug. 24.	1 Chart (for use in preparing		
	claims).....	85	
Sept. 10.	1 Chart (for use in preparing		
	claims).....	1 75	
		<u>\$26 25</u>	

Received Payment 26th Sept. 1886.

T. N. HIBBEN & CO.

p. R. M.

50

Voucher No. 19.

VICTORIA, B. C., , 1886.

SCHR. "CAROLENA"

Bought of

60 CAPT. TURTLE OF BARK "HARVEST HOME."

One Chronometer No. 80 a/c for "Carolina".... \$160 00

Paid April 21st, 1886.

THOMAS TURTLE,

With thanks.

\$91 09
SON,

1886.

C.

25
92 1/2
32 1/2

1886.

\$20 00
10 00
8 00
6 50
1 00
75
\$46 25

(Exhibit No. 10).

Voucher No. 20 (a).

VICTORIA, B. C., May

SCHR. "CAROLENA"

Mr. H. NOBLE,

IMPORTERS AND DEALERS IN GROCERIES, PROVISIONS.

10	To Wharfage.....	4 50
	" Wood 1/2 cord \$2.75, 1/2 Ton coal \$4.00.....	6 75
		<u>\$11 25</u>

Received Payment,

HY NOBLE.

Voucher No. 20 (b).

20 VICTORIA, B. C., May 26, 1886.

MUNSIE Per "CAROLENA"

Bought of HENRY NOBLE,

Dealer in

DOUBLE SCREENED WELLINGTON COAL.

	May 12th.	To Wharfage on 2 Loads of	
		Flour.....	\$1 00
30	18.	" 4 Tons of Coal.....	28 00
		" 1/2 Cord Cut Wood.....	2 87 1/2
		" 1 Load Potatoes.....	1 00
		" 1 " Salt.....	1 00
		" Wharfage on 1 L of Beef..	50
		" By Express Wagon.....	1 50
			<u>\$35 87 1/2</u>

Settled by Com. Acc.

Paid

HY NOBLE.

40

Voucher No. 21.

VICTORIA, B. C. May 22, 1886.

MUNSIE,

Bought of GEORGE PHILLIPS,

Dealer in

SECOND-HAND STOVES.

50

A/c SCHOONER "CAROLENA."

	221 lbs. of Castings @ 15c.....	33 15
	Repairs on Two Stoves.....	3 00
	Zinc for cabin floor.....	50
	3 1/2 joints of 5 in. pipe at 50.....	1 75
	Repairs on Deck pipe.....	50
	Blacksmith repairs on one post.....	35
		<u>\$39 25</u>

60

Received Payment,

GEORGE PHILLIPS.

(Exhibit No. 10.)

Voucher No. 22.

VICTORIA, Feby. 17th, 1886.

SCHOONER "CAROLENA & OWNERS"

To D. URQUHART "SURVEYOR."

To one general survey..... \$7 50

10 Paid
D. URQUHART.

Voucher No. 23.

VICT. B. C., May 6th, 1886.

SCHOONER "CAROLENA" Dr.

To

INDIAN JIMMEY.

20 4 Canoes 6 paddles and seal Bladders..... \$248 50

Paid May 6th, '86.

his
Indian X Jimmey
mark.per W. M.
" C. E.

Voucher No. 24.

VICTORIA, B. C., May 19th, 1886.

SCHOONER "CAROLENA," Dr.

To

WM. TURPEL.

40 To Tanks p. "Car".....\$77 50
 " Oak supplied..... 2 88
 Lumber for steam box..... 50
 John Clark Labor 1 day..... 5 00
 Lawrence " "..... 5 00
 D. Pratt " "..... 8 75
 Wm. Turpel for Carpen. & Labor..... 50 00

\$149 63

Paid 22nd,
WM. TURPEL.

Voucher No. 25 (a).

VICTORIA, B. C. 4 March 1885.

Messrs. OWNERS OF "CAROLENA"

To

R. C. JANION, Dr.

IMPORTER AND COMMISSION MERCHANT.

Wharfage on 4 loads freight..... 2 00

60 Paid \$2 00

W. S. SINTON,
Wharfinger.

(Exhibit No. 10.)

Voucher No. 25 (b).

VICTORIA, B. C., 16 Febry. 1886.

SCHOONER "CAROLENA"

To R. C. JANION, Dr.

IMPORTER AND COMMISSION MERCHANT.

10	May 16.86.	3 Tons coarse salt	\$12.00.....	\$36 00
		Paid	R. C. JANION,	
			Per E.	

Part of 10 tons ordered on 6th Feby.

Voucher No. 26.

MAY 19TH, 1886.

SCHR. "CAROLENA"

To SCHR. "PATHFINDER" Dr.

20	3 Tons coarse Salt	15.00.....	\$45 00
	Paid	CARNE & MUNSIE,	
		July 7/87.	

Voucher No. 27.

VICTORIA, B. C., May 19, 1886.

SCH. "CAROLENA"

To SPRATTS WHARFE,

30 THE CANADIAN PACIFIC NAVIGATION COMPANY, LIMITED.

	1100 Gallons water.....	2 75
	Rec. Payment,	T. WILLIAMS.

Voucher No. 28.

VICTORIA, B. C., June 3rd, 1886.

SCH. "CAROLENA"

40	Bought of	
	A. B. FRANCIS,	
	Importer and Dealer in	
	HARDWARE, CUTLERY, CROCKERY, WOODENWARE, TIN-	
	WARE, ETC.	

	Tacks.....	20
	Brads.....	15
	Staples.....	10
50	Pics & oilers.....	1 30
		1 75

Paid A. B. F.

Voucher No. 29.

VICTORIA, B. C., May 14, 1886.

SCHR. "CAROLINA"

Bought of MUIRHEAD & CARTER,

60 Importers and Dealers in
GROCERIES, PROVISIONS, FEED.

	To 4 demijohns at 87 1/2c.....	\$3 58
	Recd. Payment,	MUIRHEAD & CARTER.

(Exhibit No. 10.)

Voucher No. 30 (a).

VICTORIA, B. C., May 19th, 1886.

Received from Munsie & Carne

Five Hundred 00/100

Dollars

for incidental expenses and advances to men on voyage, etc.
\$500.00

JAMES OGILVIE.

10

Voucher No. 30 (b).

VICTORIA, B. C. May 1886.

SCHR. "CAROLENA"

In acct. with Wm. MUNSIE.

To cash put on board.....	500 00
" 2 Sexants " "	75 00
" 1 Boat.....	100 00
20	675 00

Voucher No. 31.

VICTORIA, B. C. 18th May 1886.

SCHOONER "CAROLENA"

Bought of

THOMAS SHOTBOLT,

DISPENSING CHEMIST AND DRUGGIST.

30

To goods as per Invoice Rendered.....	\$4 87
Recd. Payment,	
THOS. SHOTBOLT.	

Voucher No. 32.

VICTORIA, B. C. 19th May 1886.

Received from Wm. Munsie for Owners,

Six.....00/100 Dollars.

40 Shipping Seamen and articles Sch. "Carolena."

A. N. MILNE,
pro. Collector.

Voucher No. 33 (a).

WELCH RITHET & Co.

To PACIFIC COAST STEAMSHIP Co. Dr.

For passage Five Men Ex. Schooner "Carolena"	
from San Francisco to Victoria.....	40 00
50 WELCH, RITHET & Co.	

Paid

Sept. 2, 1886.

per A. ALLEN.

Voucher No. 33 (b).

WELCH RITHET & Co.

To PACIFIC COAST STEAMSHIP Co. Dr.

60 For board of men ex. Schooner "Carolina" while	
in San Francisco as per attached bills.....	31 72

WELCH, RITHET & CO.

Paid,

Sept. 2, 1886.

per A. ALLEN.

(Exhibit No. 10.)

Voucher No. 33 (b) continued.

JOHN CURTIN, SCHR. "CAROLINA."

H. W. Tennesen 6 dollars, board and lodgings to Aug. 27th.

Davis Russell 6 dollars for board and lodgings to Aug. 27th.

\$12.00

10

Received Payment,
S. F. Aug. 26/86 JOHN CURTIN,
By M. M. LEAN.

Voucher No. 33 (b) continued.

INTERNATIONAL HOTEL,

San Francisco, August 27th, 1886.

per Crew of "Carolina"

20 Messrs. GOODALL PERKINS & Co.

To T. M. EDWARDS, Dr.

From Aug. 18 to 27.

To 9 days bd. & room A. R. McCaunday at 6.00 per week..... 7 72

To 1 week bd. & room James Munger at 6.00 per week..... 6 00

To 1 week bd. & room Wm. Knox at 6.00 per week..... 6 00

30

\$19 72

Rec'd Payment in full

T. M. EDWARDS

per JNO. CAMPBELL.

Correct for crew of "Carolina,"

A. R. McCAUDAY.

Voucher No. 34.

40 HALL, GOEPEL & Co.

VICTORIA, B. C., 4 March, 1886.

Received from Messrs. Munsie & Co. the sum of Three hundred forty five Dollars being premium of Marine Insurance on Hull of sealing Schooner "Carolena" and on catch, viz.:

\$2500 on Hull of Schooner on a valuation of

\$4000

\$1000 on Catch

Policy to be issued subject to usual conditions.

HALL & GOEPEL,

50

Agt.

California Insurance Co.

Voucher No. 35.

VICTORIA, B. C., May 31, 1886.

SCH. "CAROLENA."

To R. BAKER & SON, Dr.

Dealers in

60 FLOUR, FEED, AND ALL KINDS OF GRAIN, FRUITS,
APPLES, ETC.

May 18. 1000 bl. of Potatoes..... \$12 50

Paid

R. BAKER & SON.

June 11, 1886.

(Exhibit No. 10.)

Voucher No. 36 (a).

VICTORIA, B. C., Feby. 13, 1886.

SCHR. "CAROLENA" & OWNERS

Bought of CARNE & MUNSIE,
Importers and Dealers in

GROCERIES, PROVISIONS.

10

6 Bags Flour \$8.25, 2 Tins syrup \$2.25.....	\$10 50
10 lb. Tea \$3.50, 5 lb. cocoa \$2.25.....	5 75
30 " Butter \$9.00, 2 doz. milk \$7.00.....	16 00
2 Tins mustard .50, salt .25	95
2 doz. Y. Powder \$5.00, 1/2 doz. castor oil \$1 ..	6 00
3 bags meal \$1.50, 1/2 Lamp glasses .62... ..	2 12
1/2 lb. Hops .25, 10 bags potatoes \$11.25... ..	11 50
50 " Onions \$2.00, Carrots .75.....	2 75
20 2 Cases Coal Oil \$8.00, Vinegar .25.....	8 25
1/2 doz. Tomatoes \$1.25, 1/2 doz. corn \$1.25 ..	2 50
1/2 " soap .60, Bucket .40.....	1 00
	\$67 12

Paid Feby. 17th/86,
CARNE & MUNSIE.

Voucher No. 36 (b).

VICTORIA, B. C., May 18th, 1886.

30

SCHR. "CAROLENA" & OWNERS

Bought of CARNE & MUNSIE,
Importers and Dealers in
GROCERIES, PROVISIONS.

C. D. Ladd a/c Wads Primers, etc.	63 10
10 sacks potatoes.....	1 25 12 50
15 Bbls. Flour.....	5 00 75 00
40 100 lbs. oatmeal.....	5 00
100 " corn meal.....	4 00
5 Mats rice.....	2 50 12 50
3 sks. Beans 180 lbs.	4 00 7 20
5 Boxes P. Bread.....	4 50 22 50
2 Tubs Butter 135.....	30 40 50
3 Kegs syrup 15 galls.	4 00 12 00
2 Bbls. sugar 560 lbs.	08 44 80
20 lbs. Tea 35c. 7.00, 50 lbs. Coffee	
30c. 15.00.....	22 00
50 25 Box barley 2.00.....	2 00
1 Box Split Peas, 50 lbs.	4 00
50 lbs. dried peaches.....	16 8 00
2 galls. vinegar.....	1 75
1 doz. pickles.....	3 00
50 lbs. currants.....	10 5 00
5 " cocoa 2.25 36 lbs. raisins... ..	6 00 8 25
1 case milk 4 doz.....	3 50 14 00
1 doz. asst'd spice.....	2 25
3 lbs. cream tartar 1.50, 5 lb. carb.	
60 soda.....	75 2 25
1 sk. Fine salt 50 lbs. 1.00, 1/2 box	
salt water soap, 3.75.....	4 75
3 cases coal oil.....	3 75 11 25
5 lbs. hops 2.50, 1 Tin matches 3.00 ..	5 50
3 brooms 150, 2 boxes codfish.....	6 00 7 50

(Exhibit No. 10.)

5 lb. candles 1.50, 25 lb. onions 50.	2 00
50 " lard 14c.	7 20
1/2 doz. Currie 1.20, wash soda .25	1 45
1 " canned peaches 4.00, 1 case	
tomatoes	4 50
1 doz. canned corn	1 50
	<u>\$421 25</u>

10 Paid Sept. 1/86.
CARNE & MUNSIE.

Voucher No. 37 (a).

VICTORIA, B. C., May 29th, 1886.

SCHOONER "CAROLINA" & OWNERS

Bought of BEAK & Co.,

20 WHOLESALE AND RETAIL BUTCHERS.

May 18.	To 5 Bbls. C. Beef	55 00
" " 2 "	C. Pork 16	32 00
19.	" 7 " beef	6 08
		<u>\$93 08</u>

Paid
BEAK & CO.
per J. M.

30

Voucher No. 37 (b).

VICTORIA, B. C., Feby. 15, 1886.

SCHOONER "CAROLINA"

Bought of BEAK & Co.,

WHOLESALE AND RETAIL BUTCHERS.

40 Feby. 5.	36 1/2' Meats 8c.	2 92
11.	Meats	50
13.	12' meats 96 1 Bbl. corned beef 10c.	10 96
	2 Reams paper	1 70
15.	40' meats	3 20
		<u>\$19 28</u>

Received Payment,
Feby. 16th, 1886.
BEAK & CO.,
Per B.

50

Voucher No. 38.

July 13th, 1886.

SCHR. "CAROLINA" & OWNERS,

To COLONIAL HOTEL, Dr.

Boarding of crew	81 73
600 lbs. Hams at 13c	78 00
60 682 " Bacon " 11c	75 02

\$234 75

Received Payment
For COLONIAL HOTEL,
A. J. BECHTEL.

(Exhibit No. 10.)

Voucher No. 39.

VICTORIA, B. C., Feb. 15, 1886.

SCH. "CAROLENA"

Bought of NESBITT & Co.,
CRACKER BAKERS.

10	To 40 Boxes Pilot Bread.....	92 00
	Recd. Payment,	NESBITT & CO.

Voucher No. 40.

VICTORIA, B. C. May 16th, 1886.

SCHOONER "CAROLENA" Dr.

To AH. HOON.

20	To Vegetables.....	\$10 90
	Received Payment,	(Chinese signature)

Voucher No. 41.

VICTORIA, B. C., May 19th, 1886.

MESSRS. MUNSIE & Co.,

Dr. to ROBERT WARD & Co.

COMMISSION MERCHANTS AND IMPORTERS, SHIPPING & INSURANCE AGENTS.

30	100 lbs. D. # 4 in Kegs Powder at 70 cts	70 00
25	" T. do at 45 cts	11 25
		81 25
	Less 5%.....	4 06
	Paid	77 19
	ROBERT WARD & CO.	
	A. R. LANGLEY	21/7/86.

40

Voucher No. 42.

SCHR. "CAROLENA" & OWNERS

To GUTMANN & FRANK, Dr.

COMMISSION MERCHANTS.

May	To Mdse. as per bill rendered,	
18	100 ctgs.....	3 25
	200 ".....	6 50
	Oil.....	25
50	1 set reloading.....	4 25
	1 M Primers.....	2 00
		16 25
	2 boxes Brass shells.....	4 00
	2 " wads.....	75
	100 40/60 mulin.....	3 25
		8 00
		24 25
	Less 300 " ctgs " to be ret'd....	9 75
60		14 50

July 2nd/86

Recd. Payment,
Pro GUTMANN & FRANK,
T. FISH.

(Exhibit No. 10.)

Voucher No. 43.

Duplicate

VICTORIA, B. C. 11th Feby. 1886.

SCHR. "CAROLENA" & OWNERS

Bought of THE HUDSON BAY COMPANY,

1 sk. 28 lbs. A. A. A. shot	6 1/2	1 82
10 1 keg F F Powder		5 00
2 M. Military Guncaps	1 50	3 00
2 doz. 5 1/2-in. knives	1 75	3 50
		-----\$13 32

Paid,

H. B. CO.,

H. A. L. M.

Voucher No. 44.

20

May 12/86.

SCHR. "CAROLENA"

To SCR. "PATHFINDER," Dr.

6 shot guns & appurtenances	\$50 00	\$300 00
4 rifles	30 00	120 00
1000 lbs. shot	Sc	80 00
		-----\$500 00

Paid July 7/87

30

CARNE & MUNSIE.

Voucher No. 45.

Duplicate

VICTORIA, B. C. 5th November, 1894.

Messrs. CARNE & MUNSIE

To

DRAKE, JACKSON & HELMCKEN.

40

Re "CAROLENA."

1886.			
Aug.	23	Attg. taking evidence of sea-	}
		men as to seizure	
		Instructions for and drawing	
		Power of Attorney	}
Oct.	12	Attg. you receiving instruc-	
		tions for preparation of state-	
		ment of damages for seizure	}
50		of schooner	
"	13	Making statement of losses	
		and settling same and copy ..	}
"	18	Declaration and two copies ..	
"	19	Attg. Mr. Munsie on his sign-	
		ing Declaration	}
"	20	Sent same to Minister of Ma-	
		rine	
1886.			
		Re "CLARK."	
60 Nov.	17	Instructions to defend	3 00
	18	Attg. you herein	2 50
	20	Præcipe and attg. to enter	
		appearance	1 00
		Paid	30
		Demand for security for costs.	1 00

(Exhibit No. 10.)

22	Instructions to apply for security for costs.....	1 00
	Summons and paid	80
	Copy and service.....	1 00
24	Affidavit of service.....	1 00
	Instructions to counsel.....	1 00
	Atty. on return of motion Order made.....	5 00
10	Order. Paid for copy.....	1 10
	Service on Theo. Davie.....	1 00
1888.		
August 18	Attg. rec't Notice of Discontinuance	50
		<hr/> 21 10
		<hr/> \$71 10
	Paid 7 Nov./94.	
20	DRAKE, JACKSON & HELMCKEN.	
	E. & O. E. A. C.	
	Our Bill	
	D. J. & H.	

Voucher No. 46.

SCHOONER "CAROLINA" AND OWNERS.

To

30 A. L. BELYEA, Dr.

1896.

Oct. 1. To professional services *re* seizure of
 "Carolina" in Behring Sea in 1886,
 and *re* claim for damages therefor.... \$750 00

My Bill.

A. L. BELYEA.

Less

40 Allowance for Bill of Drake & Jackson..... 71 10

\$678 90

Voucher No. 47.

Received Sitka, Alaska, 22nd Dec. 1886, of William
 Munsie Five hundred dollars, the same being in full for
 all costs and services *in re* Munsie *et al. vs.* the Govern-
 ment of the United States, in the matter of the seizure of
 50 Schr. "Carolina."

WILLOUGHBY CLARK.

Voucher No. 48.

FEBRUARY 23d, 1888.

Received from WILLIAM MUNSIE

60 One hundred and fifty two.....Dollars
 in full for services and expenses attending to claim of
 Schooner "Carolina" at Ottawa.
 \$152.00.

J. D. WARREN.

(Exhibit No. 11.)

Voucher No. 49.

VICTORIA, B. C., October 1886.

In the matter of the Br. Schr. "Carolena" and the Government of the United States by whose direction the said vessel was seized and detained.

I claim the sum of Two hundred and fifty dollars for personal services and attention to this matter.....\$250
10 W. MUNSIE.

Voucher No. 50.

In the Matter of the British Sch'r "Carolene"
seized and detained.

William Munsie claims that having been the owner of the said vessel he is entitled to receive payment for her
20 Hull Four Thousand Dollars.

\$4,000 00

EXHIBIT No. 11 (G. B.), CLAIM No. 1.

(1.)

DISTRICT OF ALASKA,

U. S. MARSHAL'S OFFICE,

30 SITKA, November 1st, 1888.

Messrs. MUNSIE & Co.,
Victoria, B. C.

GENTLEMEN:

I have the honor to inform you that I have received from the Hon. the Attorney-General of the United States orders to release to the rightful owners, the Schooner "Carolena," her tackle apparel and furniture, as she now lies at the harbor of Ounalaska in the District of Alaska. The order
40 on the Deputy Collector of Customs at Ounalaska to deliver to you the property is herewith enclosed.

Very respectfully,

(Sd) BARTON ATKINS,
U. S. Marshal.

(2.)

DISTRICT OF ALASKA,

50 U. S. MARSHAL'S OFFICE,

SITKA, November 1st, 1888.

E. H. WAHL, Esq.,
U. S. Deputy Collector of Customs,
Ounalaska, Alaska.

SIR:

You are hereby authorized and directed to deliver to the rightful owners, Messrs. Munsie & Co. of Victoria, B. C., the seized Schooner "Carolena," of Victoria, B. C., her
60 tackle apparel and furniture, as she now lies in the harbor of Ounalaska.

(Sd) BARTON ATKINS,
U. S. Marshal.

(Exhibits Nos. 12 and 13.)

EXHIBIT No. 12 (G. B.), CLAIM No. 1**RECEIPT.**

685	Fur seal skins	} In Kench in Co's ware-house.
12	Pup skins	
1	Hair seal skin	
1	Yawl	
10	4 Canoes.	
1	Kedge anchor	
4	Gaff's (for sealing)	
2	Spears.	
3	Coils lines, small 2 1/2 in manilla.....	Poor
1	Coil line, small, 4 in. manilla.....	"
	Provisions and Utensils.	
13	Bags flour (50 lbs. each).....	"
2	Baking pans.....	"
2	Boxes bread.....	"
20	4 Tin plates.....	"
1	Tea pot.....	"
1	Box old paint.....	Useless

Received from Capt. C. A. Abbey, Com'dg U. S. R. M. Str. "Corwin" the above mentioned property which I will hold until it is demanded by legal authority.

I. ANDERSON,
Deputy U. S. Marshal.

Oonalaska, Alaska,
August, 14th, 1886.

30 (Endorsed)—Exhibit P. A. T. L.
JOHN C. CANTWELL,
3d Lieut. U. S. R. M.

EXHIBIT No. 13 (G. B.), CLAIM No. 1.**INVENTORY.**

40	Inventory of Articles on board the schooner "Carolina" of Victoria, B. C., seized by the U. S. R. M. Str. "Corwin," for violation of Sections 1955 and 1956 R. S., in killing seal in the waters of Alaska.	
	1 Schooner, the "Carolina" of Victoria, B. C.	
	1 Foresail.....	Fair.
	1 Mainsail.....	"
	1 Jib.....	"
	1 Staysail boom topping lift.....	Poor
50	1 Main throat halliards.....	"
	1 Main peak halliards.....	"
	1 Fore throat halliards.....	"
	1 Fore peak halliards.....	"
	1 Peak down haul, Fore.....	"
	1 Peak down haul, main.....	"
	1 Main Sheet.....	"
	1 Fore sheet.....	"
	1 Jib sheet.....	"
	1 set wheel ropes.....	"
60	2 Tanks for water.....	Good.
	4 Balls twine.....	"
	1 Package lamp-wicks.....	"
	1 Locker asst. medicines (partly filled bottles)	
	1 Anchor lamp	
	2 Pieces cotton canvas.	
	1 Locker old junk.	

(Exhibit No. 13.)

2	Anchors	
1	Smoothing plane	
1	Set side lights	
2	Lamps	Fair
1	cross cut saw	
1	Flash light	Poor.
1	Monkey Wrench	
10 2	Water barrels	
1	Ship's bell	Fair
1	Barometer	
1	Log slate	
2	Coffee pots	
2	Clocks	
10	Bars soap	
1	Chart North Pacific	
1	Chart Barclay Sound	
1	Chart Clayoquot Sound	
20 1	Mami glass	
1	Chart Aleutian Islands	
1	Butter dish	
1	Ship's copper	
1	Screw-driver	Poor
3	Main gaff and boom garkets	
1	Hammer	
2	Oil Feeders	
2	Gaff blocks, main	
2	Gaff blocks, fore	
30 1	Grindstone	
1	Shovel	
8	Row-locks	
5	Sprit sails	
1	Pair sweeps	
6	Paddles	
4	Pairs oars	
1	Chronometer (Thomas Hewitt #807)	
1	English Ensign	
2	Cables	Fair
40 6	Compasses, 1 spirit, 5 dry	5 fair, 1 good.

Name

Whether
Fore

10

Number
Number
Rigged
Stern,
FrameUnder
Poop or
No other

20

ping
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name
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Merc

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(Exhibits Nos. 14 and 15).

EXHIBIT No. 14 (G. B.), CLAIM No. 1.

CERTIFICATE OF SURVEY.

Name of Schooners.	Port of Intended Registry.	Official Number if there has been any former Registry.		
"Carolena."	Victoria British Columbia.			
Whether British or Foreign Built.	Whether sailing or a steam vessel.	Where built. Rebuilt: Victoria B. Columbia.	When built. Rebuilt April 1884.	Name and address of Builders. John J. Robinson, Victoria B. C. Rebuilder.
British.	Sailing.			
Number of Decks... One & a cabin deck.				Feet. Tenths.
Number of mast.... Two.		Length from fore part of stem under the bow-sprit to the aft side of head of stern post...	55	8
Rigged..... Schooner.		Main breadth to outside of plank.....	16	8
Stern..... Elliptic.		Depth in hold from Deck to ceiling amidships	8	5
Framework..... Wood.				

PARTICULARS OF TONNAGE.

Gross Tonnage.	Deduction allowed, None.	No. of Tons.
Under tonnage Deck 26 06		
Peep or cabin 1.86		
No other closed in spaces.		
Gross Tonnage..... 27.86	Total.....	27.86

I the undersigned Walter Walker Acting Measuring Surveyor of Shipping for the Port of Victoria B. C. having surveyed the above named schooner, Hereby Certify that the above particulars are true, and that her name is marked on each of her bows, and her name and the Port of Registry are properly marked on a conspicuous part of her stern and a scale of feet marked on each side of her stern post in manner directed by the Merchants Shipping Act 1873.

30 Dated at Victoria, British Columbia this 10th day of April 1884.

Signed W. WALKER,
Acting Surveyor.

EXHIBIT No. 15 (G. B.), CLAIM No. 1.*Reports and Extracts from Logs.*

THE WESTERN UNION TELEGRAPH COMPANY.

Received at Corcoran Building, S. E. Cor. 15th & F. Sts.

Washington, August 18, 1886.

40

Dated San Francisco, 18

To The Secretary of the Treasury,

Washington, D. C.

I am requested by Captain Abbey, of "Corwin," to inform you that he seized the American schooner "San Diego," and the English schooners "Thornton," "Onward" and "Carolena," near Seal Island.

GEORGE R. TINGLE,
Treasury Agent.

50

OFFICE OF SPECIAL AGENT OF THE TREASURY DEP.

SAN FRANCISCO, Aug. 18, 1886.

Hon. C. S. FAIRCHILD,

Acting Secretary of the Treasury

Washington, D. C.

Sir/—

60

On my arrival at Ounalaska I met the revenue cutter "Corwin," Captain Abbey, in charge of four schooners, viz., "San Diego," "Onward," "Thornton" and "Carolena," the last three English from Victoria. Captain Abbey has, unfortunately, been short of coal or he would have made more seizures. He has, however, been very active and done good work. I urged him to remain if he could, cruising around the Island until the Bear arrived

(Exhibit No. 15.)

to relieve him. If he should be obliged to leave the waters earlier on account of the non arrival of the coal vessel, which up to our leaving Ounalaska had not been heard of, it will be unfortunate as the fleet of schooners will play havoc among and with the seals. If the cases now under seizure are convicted, the marauding will be broken up; if not, seal life will be seriously assailed next year by a larger
10 fleet of vessels.

I earnestly hope that no efforts will be spared to convict Captain Abbey's prisoners, as he has certainly done his part well. I telegraphed you as per his request, also of my own arrival.

I am, very truly

GEORGE R. TINGLE
Treasury Agent.

U. S. REVENUE STEAMER, "CORWIN."
OUNALASKA, August 7, 1886.

20 *The Honorable*
The Secretary of the Treasury.

Sir/—

I respectfully report the return here of this vessel under my command on August 2, 1886, after a cruise to the seal Islands and their vicinity, in pursuance of department instructions of May 28, 1886 (P. B.) * * *

On Sunday, August 1, 1886, while cruising about sixty-five miles s. e. of St. George Island, the British schooners
30 "Thornton" and "Carolena" were found with boats down engaged in killing fur seal. As each boat was taken in the act, and had freshly killed seal on board, the schooners were seized for violation of sec. 1956, R. S. and taken in tow to Ounalaska harbor.

At 5, A. M. on August 2, 1886, the British schooner "Onward" was spoken, at a point about 120 miles s. e. of St. George Island, and as the master reported that he was sealing and had taken about 400 skins in the water near where I found him, I caused the seizure of the vessel for
40 violation of Sec. 1956 R. S., and took her in tow also.

As each of these vessels had from eight to ten breech-loading guns and ammunition for the same, without permit, as provided by law, I seized them for violation of Executive Order of July 3, 1875, and proceeded toward Ounalaska, reaching that port on the night of August 2, 1886, where I anchored and secured the seized vessels, taking the arms and ammunition on board the "Corwin" for safety and safe keeping. I have now four schooners (including American schooner "San Diego") with over 2000
50 seal skins and some other property on my hands.

I will retain on board the "Corwin" the remaining masters and mates, whom I will hold as principals until I can reach Sitka and deliver them in charge of the Court.

The British vessels I will lay up securely within the inner harbor of Ounalaska, placing the sealskins in "kench" on the Alaska Commercial Company's warehouse and under seal. The other property, as salt, boats, sail &c., I will have fully inventoried and put in a place
60 of safety and deliver the same on charge of Deputy U. S. Marshal Isaac Anderson at this place, except the fire arms and ammunition, as above enumerated, which I will retain on board the "Corwin." * * *

Your Obedient Servant

C. A. ABBEY,
Capt. U. S. R. M.

(Exhibit No. 15).

U. S. REVENUE STEAMER "CORWIN."

SITKA, ALASKA, September 3, 1886.

Hon. Secretary of the Treasury,

Washington, D. C.

Sir/—

I have the honor to report the arrival here of the
 10 revenue steamer "Corwin" under my command as of
 August 24, 1886, at 5 P. M. * * *

Upon arriving here I reported my seizures to the U. S.
 District Attorney, who had been advised in advance by
 the arrival of the schooner "San Diego," on August 23rd,
 and laid informations against the masters and mates of
 the seized vessels for violation of section 1956, R. S.,
 whereupon they were removed from the "Corwin" and
 taken into custody by the U. S. Marshal. All were
 arraigned at a special session of the U. S. District Court,
 20 Judge Lafayette Dawson, and the masters and mates of
 the British schooner "Thornton" and the American
 schooner "San Diego" were convicted, the former by
 a jury, the latter by the Court, and sentenced to fine and
 imprisonment. The other two criminal trials, of the
 "Onward" and "Carolena" parties, will come on as
 soon as a new jury can be obtained. The admiralty cases
 I have not fully decided how to proceed with. There
 may be a doubt as to the jurisdiction of the Alaska Court
 in their regard, and I will endeavor to settle it before
 30 proceeding at all. * * *

Very respectfully, Your Obedient servant

C. A. ABBEY,

Capt. U. S. R. M.

U. S. REVENUE STEAMER "CORWIN."

ASTORIA, OREGON, Sept. 22, 1886.

40 *Hon. Secretary of the Treasury,*

Washington, D. C.

Sir/—

I would respectfully report the arrival here on the
 22nd inst. of the revenue steamer "Corwin" under my
 command, from Sitka, September 10, via Nanaimo, B. C.,
 September 17th Port Townsend, W. T., the 18th, and Se-
 ATTLE, W. T., the 20th.

Referring to my letter of the 3rd instant from Sitka, I
 50 would state in continuation that I remained at Sitka in
 continuous attendance at Court up to the date of my de-
 parture. The masters and mates of the seized sealers
 were all criminally convicted and sentenced to various
 terms of imprisonment and fines.

As it would have been impracticable for the "Corwin"
 to remain at Sitka till the October term of court when the
 libel cases were to come up, full depositions were made by
 myself and officers in the suits against the vessels "San
 Diego," "Thornton," "Carolena" and "Onward."

60 I have the honor to be,

Your Obedient Servant,

C. A. ABBEY,

Capt. U. S. R. M.

(Exhibit No. 15).

EXTRACTS FROM LOG OF REVENUE STEAMER "CORWIN"
SEASON 86.

ST. GEORGE ISLAND, Sunday, Aug. 1, 1886.

At 4.45 P. M. stopped and picked up boat with five men, containing 8 seal and rifles belonging to schooner "Thornton," of Victoria. 4.45 ahead, picked up second boat. 5.20 ahead. * * * 6 to 8 P. M. as per cols. boarded
 10 "Thornton," picked up two more boats containing seal, seized the schooner and took her in tow. 7.30 stopped and seized schooner "Carolena," of Victoria. 7.40 ahead. 8. stopped to pick up four boats belonging to "Carolena." Took all arms and ammunition on board the "Corwin." * * * 8 to midnight as per cols. 9.05 having taken up fourth boat and last, placed officers on each schooner, steamed ahead with both schooners in view. 1.30, set jib and main stay sail. Sea highly phosphorescent. Position of "Thornton" when seized, 168.25 west, 55.45, n. lat.
 20 Position of "Carolena" when seized, 168.10 w. 55.30 N.

BERING SEA, Monday, August 2, 1886.

* * * 3.45 A. M., sighted a schooner N. W. and W. 3/4 W. Stood for her. 4.10 sighted a schooner to Sd, but found it impracticable to pursue her. Stopped her in all sail. Spoke Schr. "Onward," of Victoria, master acknowledging catching seals in Bering Sea. Seized her. 5.40 ahead, with schooner in tow. * * * Stood into
 30 the harbour of Ounalaska. 8 to midnight as per cols. 8.40 cast off from schooners and anchored them. 8.50, made fast to wharf at Ounalaska took all boats belonging to schooners on shore. Position of schooner "Onward" when seized 55 10' N., Long. 167 40' W.

OUNALASKA, Aug. 7, 1886.

Released from custody, 19 men and sent them from schooners "Carolena" and "Thornton," on board, str. "St. Paul," for transportation to San Francisco, with ra-
 40 tions for twelve days (245), it being impracticable to detain them longer. Daniel Munroe, master of the "Onward," and M. Guttormsen, Master of Schooner "Thornton," entered a written protest against their vessels and cargo, stating that they were ignorant of the law and innocent of wrong intention.

OUNALASKA, Tuesday, Aug. 3, 1886.

* * * The following comprises the amount of powder and ammunition taken from the schooner "Thornton,"
 50 "Carolena" and "Onward": "Thornton," four rifles, six shot guns, 420 rounds of fixed ammunition for rifles, 857 rounds fixed ammunition for shot guns, 100 lbs. powder and one keg partly filled.
 "Onward": 13 shotguns, one rifle, 1 can powder partly filled, 1/2 bag buck shot, 3 small bags containing caps, etc.
 "Carolena": 4 rifles, one musket, 5 shot guns, 99 rounds shotgun ammunition, 24 rounds fixed ammunition for rifles.

60

OUNALASKA, August 4, 1886.

* * * Vessel detained in port watching the seized vessels, there being no wharf room to discharge their seal skins, a guard from the "Corwin" on each vessel.

(Exhibit No. 15).

OUNALASKA, August 9, 1886.

* * * Brought from schooner "Carolena" 14 1/2 bags shot, 1/2 nag bullets, 40 bags wads, 319 rifle cartridges, 72 shot gun cartridges, 13 boxes percussion caps, about 66 lbs. powder.

OUNALASKA, August 11, 1886.

- 10 * * * Put 20 Indians from schooner "Onward" and 2 from "Thornton" on board "San Diego" for transportation to Sitka. 11.15 A. M. schr. "San Diego," with Quartermaster Wilbar in charge left the harbor with orders to proceed to Sitka and report to the Marshal should he arrive before the "Corwin." Brought on board chronometers from schooner "Onward," "Carolena" and "Thornton." Removed 402 seal skins from schr. "Onward," and stowed them in A. C. Co.'s warehouse for safety and preservation. Taking inventory of property on schr. "Onward." Captain and mates of schrs. "Onward," "Carolena" and "Thornton" came on board, served them a ration each.

OUNALASKA, August 12, 1886.

- At 9 took schooner "Onward" in behind Expedition Island and moored her in seven fathoms of water, 25 fathoms chain on each anchor. Brought schr. "Carolena" alongside wharf, crew discharging seal skins. 30 Stored 685 seal, 12 pup skins and 1 hair seal skin in Company's warehouse for safety and preservation. Took inventory of property on "Carolena," unbending sails and storing them below. At 3 finished inventory, there being too much wind to tow her with boats, anchored her in stream. Brought on board 25 lbs. powder found in hold of "Carolena."

OUNALASKA, Saturday Aug. 14, 86.

- * * * Delivered to U. S. Deputy Marshal Anderson, 40 schrs. "Thornton," "Carolena" and "Onward," with inventory of property on each schooner, also seal skins as per inventory.

AT SEA, PACIFIC OCEAN, Aug. 21, 86.

- * * * Master of schooner "Carolena" entered protest against the seizure of this vessel, stating that he was innocent of violating the U. S. laws in killing fur seals in Alaska waters.

50

SITKA, August 25, 1886.

Delivered to the custody of the U. S. Deputy Marshal the following prisoners:

- Daniel Munroe, master schr. "Onward," Victoria.
James Ogilvie, master schr. "Carolena," Victoria.
James Blake, mate "Carolena."
Hans Guttermunsen (Guttormson), master "Thornton."
Henry Norman, mate "Thornton."
60 John Johnson, mate "San Diego," San Francisco.
Patrick O'Neill, seaman, "San Diego," San Francisco.

SITKA, August 27, 1886.

* * * Delivered to U. S. Marshal Atkins arms and ammunition taken from seized schooners.

(Exhibit No. 15).

SITKA, August 30, 1886.

* * * Commanding officer Lts. Rhodes, Cantwell and Pilot Douglass testified in the case of the schooner "Thornton."

SITKA, Aug. 31, 1886.

Master and mate of the "Thornton" were found guilty by a jury; the former was sentenced to thirty days imprisonment and \$500 fine; the latter thirty days imprisonment and \$300 fine. Delivered to U. S. Marshal Barton Atkins inventories of schrs. "Thornton," "Carolena," "Onward" and "San Diego," their cargoes, tackle and outfit, and received receipts for same from him. Vessel detained in port awaiting action of U. S. Court.

SITKA, Sept. 5, 1886.

Commanding officer and others attending court in case of schr. "Onward" and "Carolena." Crew variously employed. Master and mate of schr. "Onward" convicted by a jury, the former fined \$200 and two months imprisonment, the latter thirty days imprisonment. The mate of the "Carolena" convicted by the Judge and sentenced to ten days imprisonment, this light sentence being imposed because he was the only man of the prisoners who told the truth and acknowledged his guilt.

30

MARINE

U. S. STEAMER "RUSH."

OUNALASKA, Aug. 11, 1887.

HON. CHAS. S. FAIRCHILD,

Secretary of the Treasury,

Washington, D. C.

40 Sir/—

* * * * *
On same date (August 6), in lat. 54 deg. 54 N., long., 167.20 W waters of Alaska territory, I seized for violation of law, Secs 1955 and 1956 R. S. the British schooner "Alfred Adams," of Victoria, B. C. 68, 75/100 tons register, W. W. Dyer, master, Hugh Mackay, of Victoria, B. C. managing owner, on a sealing voyage. He had been in Behring sea since July 10, and was found to have 1382 seals skins on board. When boarded she had fourteen dead seal recently killed, but not skinned, on deck. Her crew consisted of four white men, twenty-one British Columbia Indians and one chinaman.
* * * * *

50

I have taken the papers, arms and ammunition and seal skins out of these vessels and have directed their captains to proceed with their vessels to Sitka, and upon arrival at that port to set their crews at liberty, and to report in person to the U. S. District attorney or U. S. marshal. (The "Alfred Adams" proceeded to Victoria instead of to Sitka as ordered)
* * * * *

60

I am, very respectfully,

L. D. SHEPARD,
Capt. U. S. R. M.

(Exhibit No. 15).

U. S. REVENUE MARINE STEAMER "BEAR"

OUNALASKA, A. T. August 27, 1887

Hon. Secretary of the Treasury,

Washington, D. C.

Sir/--

10 On the 23rd August we anchored off St. Paul's island, and on the 25th, while steaming towards Ounalaska, we seized one American schooner, with nearly sixteen hundred seal skins on board, and the British schooner "Ada" with eighteen hundred and seventy six seal skins. These two vessels were towed into Ounalaska harbor, their skins discharged and stowed in the Government coal shed.

The American schooner "Allie I. Alger" will to-day sail for Sitka, with Lieut. O. C. Hamlet in charge, and the "Ada" will also sail with Seaman Thomas Powers in charge, both vessels being towed to sea by the revenue steamer "Rush."

Very respectfully

Your Obedient servant

M. A HEALY,
Captain U. S. R. M.

30 BEHRING SEA, CRUISING, AND OUNALASKA,

THURSDAY, August 25th, 1887

* * * Sighted a schooner bearing s. e. x e. and steered for her. At 10 a.m. boarded British schr. "Ada," of Shanghai, seized her with 1800 skins, and 30 dead seals on board, leaving 3rd Lieut Kennedy in charge of her. * * * At 12.05 p. m. took Br. schooner "Ada" in tow and steered southward toward Ulahtka Head. * * * At 2.40 p.m, Ulahtka Head abeam. Stood in for Ounalaska harbor. At 5.30 moored to buoy and anchored the prizes.

40

OUNALASKA, Friday, Aug 26, 1887

* * * Hauled Br. schr "Ada" alongside of wharf, discharged 1876 seal skins from her and stored them in Government coal shed. * * * Crew employed restoring skins and getting schr "Ada" ready for sea.

AT SEA, Sunday, July 17, 1887

At 11.05 a.m. fog lifted, saw a schooner bearing e.n.e.
50 At 11 a.m. in all sail. At 11.20 in lat 55 03, long. 168.40.30 w. stopped, and Lieutenants Hall and Benham boarded and examined British schooner "Grace," of Victoria, B. C., Wm. Pettit, master, on a sealing voyage. Had been ten days in the Behring sea. Captain reported about 600 sealskins on board, of which 200 were taken in the Behring sea. Crew consisted of six white men * * * 24 Indians and one chinaman. When the schooner was boarded she had 12 canoes and one boat out hunting seal, from which several dead seals were passed on board the schooner, when they returned to her. Saw one seal shot and taken into the boat before she reached the schooner. Waited until 6.15 for canoes to return, they being a long way off. Saw 12 seal passed out of one canoe. The last canoe having returned to the schooner, took possession of the schooner's papers and seized

60

(Exhibit No. 15).

the vessel for violation of sec. 1956 R. S. Put Lieut Benham with two seamen on board in charge of her and took the vessel in tow, Captain Pettit refusing to look after his vessel longer. At 6.20 steamed ahead on course.

Sgd. L. G. SHEPARD.

Captain.

10

SATURDAY, Aug. 6, 1887.

* * * At 1.35 p. m. discovered a sail to Nd., kept n.n.w. P. L. 95.5. At 2.47 stopped P. L. 5-1/4. Lieuts. Hall and Dunwoody boarded the Br. schr. "Alfred Adams," of Victoria, B. C. 68, 76/100 tons. W. W. Dyer, master, and Hugh Mackay, of Victoria, B. C. managing owner, having cleared from Victoria on June 10, on a fishing and hunting voyage to N. Pacific and Behring sea. Crew consisted of four white men, 1 chinaman and 21 B. C. Indians. When boarded, 14 dead seal recently killed but not yet skinned were found on deck. The vessel had been in the Behring sea since July 10, and was found to have 1382 seals skins on board, all of which with her arms and ammunition, namely, 7 double bl. B. L. shot guns 3, bl. Winchester rifles, two single barrel muskets, 3 and a half kegs of powder, 250 loaded shells for shot guns, 190 empty shells, 110 cartridges, 244, for Winchester rifles, 79 cartridges 245, and 54 cartridges, small, and 1500 primers, were transferred to the "Rush." Seized the vessel for violation of sec. 1955 and 1956 R. S., and executive order dated May 4, 1887, and directed her captain to proceed with his vessel, "Alaska," and on his arrival to set his crew at liberty and report in person to the U. S. District Attorney or U. S. Marshal. * * * 4 to 6 p. m. laying by schr. "Alfred Adams," transferring the skins with arms and ammunition to the "Rush."

OUNALASKA, Thursday, Aug. 25, 1887.

* * * At 3.30 P. M. revenue steamer "Bear" arrived in the harbor with two schooners, the "Ada" of Shanghai and the "Allie I. Algar," of Seattle, in tow. * * * The master of the "Ada" is James Gaudin, Frederick E. White is managing owner, the crew being composed of eight white men and 14 Indians, and had on board 1876 seal skins—is of 65, 23/100 tons register.

(Exhibit No. 16).

EXHIBIT No. 16 (G. B.), CLAIM No. 1.

VESSELS AT THE PORT OF VICTORIA, B. C., AVAILABLE FOR SEALING IN 1886 & 1887.

Name	Rig.	Tons.	Where built.	When built.	Came to or Registered at Victoria.	How engaged.	Name.	Rig.	Tons.	Where built.	When built.	Came to or Registered at Victoria.	How engaged.
Mary Ellen.....	Schr.	63.	San Francisco, U. S. A.	1863.	1880.	Sealing.	Discovery.....	Schr.	40.	Victoria, B. C.	1863.	1869.	Coasting.
Peabody.....	"	66.	Kingston, N. B.	1879.	1886.	do.	Industry.....	do.	32.	Salt Spring I., B. C.	1862.	1871.	do.
Dolphin.....	S. Schr.	60.	Victoria, B. C.	1862.	1872.	do.	Isabella.....	"	44.	Sooke, B. C.	1872.	1872.	do.
Pandora.....	Schr.	70.	Yokohama, Japan.	1862-3.	1888.	do.	Triumph.....	"	15.	Cowichan, B. C.	1872.	1872.	do. & Sealing.
Gra's.....	"	77.	Victoria, B. C.	1861.	1881.	do.	Wanderer.....	"	16.	San Juan, B. C.	1872.	1872.	do.
Anna Beck.....	S. Schr.	36.	San Francisco.	1865.	1881.	do.	Helen.....	Sloop.	11.	Victoria, B. C.	1877.	1877.	do.
W. P. Hayward.....	Schr.	60.	Victoria, B. C.	1862.	1882.	do.	Minnie.....	Schr.	32.	Victoria, B. C.	1874.	1874.	do.
Alfred Adams.....	"	60.	Essex, Mass., U. S. A.	1861.	1882.	do.	Henry.....	Sloop.	11.	Sooke, B. C.	1874.	1874.	do.
Frederica.....	"	60.	Sooke, B. C.	1868.	1868.	do.	C. Stephens.....	Schr.	45.	Sooke, B. C.	1875.	1875.	do.
Black Diamond.....	"	62.	Unknown.	Unknown.	1869.	do.	Bonanza.....	"	96.	Victoria, B. C.	1875.	1875.	do.
Treem.....	"	63.	San Salvador.	1863.	1886.	do.	Winged Racer.....	"	11.	Pt. Madsen, U. S. A.	1861.	1881.	do.
Active.....	"	43.	Mayne Island, B. C.	1865.	1885.	do.	Mary Taylor.....	"	43.	Utahley, U. S. A.	1873.	1883.	do. & Sealing.
Kato.....	"	59.	San Francisco.	1862.	1870.	do.	Mountain Chief.....	"	28.	Nass River, B. C.	1871.	1884.	do.
Thornion.....	S. Schr.	22.	Dungeness, U. S. A.	1861.	1885.	do.	Sheena.....	"	30.	Pt. Eslington, B. C.	1883.	1884.	do. (Wrecked 1888).
Onward.....	Schr.	35.	California, U. S. A.	1871.	1878.	do.	Busler.....	"	28.	East Sound, Wash., U. S. A.	1882.	1882.	Sealing (Wrecked 28 Feb. 1887).
Caroline.....	"	32.	Port Franklin, U. S. A.	Unknown.	1870.	do.	Leitia.....	"	28.	Washington, U. S. A.	1864.	1867.	Coasting.
Wanda.....	"	40.	Seattle, U. S. A.	1875.	1878.	Coasting & Sealing.	Viva.....	"	92.	Chesler, N. S.	1833.	1887.	Sealing.
Springvale.....	"	20.	Pt. Townsend, U. S. A.	1862.	1879.	Coasting.	Sapphire.....	"	124.	Pt. Clyde, N. S.	1884.	1887.	do.
Winifred.....	"	13.	Watcom, U. S. A.	1860.	1879.	do. & Sealing.	Triumph.....	"	98.	Shuborne, N. S.	1867.	1867.	do.
Orcle.....	"	12.	New Westminster, B. C.	1879.	1879.	do.	Maggie Mac.....	"	71.	Jordan R. Shuborne, N. S.	1866.	1867.	do.
Quicksup.....	Sloop.	14.	Seattle, U. S. A.	1877.	1280.	do.							

Victoria, B. C., Dec. 7th, 1886.

Certified, A. R. MILNE, Collector.

[SEAL]

(Exhibits Nos. 17, 18 and 19).

EXHIBIT No. 17 (G. B.), CLAIM No. 1.

Migration Chart (No. 3) showing position of Alaskan Seal Herd.

By order of the Commissioners on consent of counsel it is not printed.

10 EXHIBIT No. 18 (G. B.), CLAIM No. 1.

Note book of Andrew J. Laing, referred to in his deposition as "Exhibit A."

By order of the Commissioners on consent of counsel it is not printed.

EXHIBIT No. 19 (G. B.), CLAIM No. 1.

United States, District of Alaska, ss.:

20 Pleas and proceedings began and had in the District Court of the United States for the District of Alaska at the May Term 1886.

The United States }
vs. } No. 85.
James Ogilvie. }

And on Aug. 25 1886 the plaintiff filed a motion for leave to file an Information in said cause, which is in words and figures following, to wit:

30 In the District Court of the United States for the District of Alaska.

The United States }
vs. } Motion for leave to file an Information
James Ogilvie. } — Revised Statutes, Section 1956.

Comes now M. D. Ball, U. S. District Attorney for Alaska, and moves the Court for leave to file an information charging James Ogilvie with a violation of Section 1956 of the Revised Statutes of the United States.

Dated, Sitka, August 25 A. D. 1886.

40 M. D. BALL,
U. S. District Attorney for Alaska.

(Endorsed)—No. 85.—In the District Court of the United States District of Alaska.—The United States vs. James Ogilvie.—Motion for leave to file an Information.

And afterwards on August 25th, 1886, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to wit:

50 In the matter of the United States }
vs. } No. 85.
James Ogilvie. } Motion for leave to
file information.

Comes now M. D. Ball U. S. District Attorney for Alaska, and moves the Court for leave to file an information charging James Ogilvie, with a violation of Sec. 1956 of the Revised Statutes of the United States. It is considered and ordered by the Court that leave be granted.

In the District Court of the United States for the District of Alaska.

60 The United States }
vs. } Information.
James Ogilvie. }

District of Alaska, ss.:

James Ogilvie is accused by M. D. Ball, U. S. District Attorney for Alaska by this information of the crime of

(Exhibit No. 19).

killing fur seal within the Territory of Alaska, and in the waters thereof, committed as follows:

The said James Ogilvie on the first day of August, A. D. 1886, in the District of Alaska and within the jurisdiction of this Court, and within the limits of Alaska Territory, and in the waters thereof did kill 30 fur seal. Contrary to the Statutes of the United States in such cases made and provided and against the peace and dignity of the United States of America.

Dated at Sitka, the 25th day of August, 1886.

M. D. BALL,

U. S. District Attorney for Alaska.

District of Alaska, ss.:

I, M. D. BALL, U. S. District Attorney for Alaska, being duly sworn say the within information is true, as I verily believe.

M. D. BALL.

²⁰ Subscribed and sworn to before }
me this 25th day of August }
A. D. 1886.

[L. s.] ANDREW T. LEWIS, Clerk.

(Endorsed)—No. 85.—In the District Court of the United States for the District of Alaska.—The United States vs. James Ogilvie R. S. Sec. 1956.—Information.—Filed Aug. 25 A. D. 1886.

ANDREW T. LEWIS,

Clerk.

³⁰ And on the same date the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In the matter of the United States	} No. 85. Information. Sec. 1956. R. S.
vs.	
James Ogilvie.	

Comes now the parties above named, M. D. Ball, U. S. District Attorney for Alaska, for plaintiff and the defendant in his own proper person and being duly arraigned upon said information filed, for plea thereto says he is not guilty as charged in said information.

And on Aug. 25, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In the matter of bail.

It is ordered that bail for J. Marketich, Chas. E. Raynor, John Johnson, Patrick O'Neil, James Blake, Hans Guttormsen, James Ogilvie, Henry Norman, and ⁵⁰ Daniel Monroe be and the same is hereby fixed in the sum of five hundred (\$500.00) dollars each and in default of which to be committed to the custody of the Marshal.

And on August 26, 1886, the following further proceedings were had and appear of record in said cause which are in words and figures following, to wit:

In the matter of the appearance of W. CLARK and D. A. DINGLEY.

At this time come W. Clark and D. A. Dingley, ⁶⁰ Attorneys of this Court and enter their appearance in cases, No. 80, No. 81, No. 82, No/83, No/84, No. 85, No. 86, No. 87.

And afterwards to wit on August 26, 1886 the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

(Exhibit No. 19).

In the matter of personal recognizance—

Now at this time come W. Clark and D. A. Dingley and move the Court that J. Marketich, John Johnson, James Blake, Hans. Guttormsen, James Ogilvie, Henry Norman and Daniel Monroe be admitted to bail upon their personal recognizance. It is ordered that the above named defendants be admitted to bail in the sum of five hundred ¹⁰ (\$500.00) dollars upon their personal recognizance to be and appear at each and every day of Court till duly discharged.

In the matter of the Recognizance of—

Now at this time come J. Marketich, John Johnson, James Blake, Hans Guttormsen, James Ogilvie, Henry Norman and Daniel Monroe and acknowledge themselves each indebted to the United States in the sum of \$500.00 for their appearance at each and every day of the term of ²⁰ Court or till duly discharged.

In the matter of the time for trial—

It is ordered that cause No. 79, 80, 81, 82, 83, 84, 85, 86, 87, be set for trial Monday August 30, 1886 at 9 o'clock, A. M.

And afterwards to wit on August 30 1886 the following further proceedings were had in said cause and appear of record, which are in words and figures following to wit:

³⁰ In the matter of the United States } No. 85.

vs.

James Ogilvie.

} Motion to forfeit bail.

Now at this time comes M. D. Ball U. S. Attorney for Alaska, and moves the Court that the personal recognizance of James Ogilvie given August 26 1886 in open Court, wherein he acknowledged himself indebted to the United States in the sum of five hundred (\$500.00) dollars be forfeited for the reason he has failed to comply with the conditions of said recognizance. It is ordered that the said ⁴⁰ James Ogilvie's bail be forfeited and that a *Scire facias* and *Alias* writ be issued.

UNITED STATES OF AMERICA, } ss.:
District of Alaska,

I, CHARLES D. ROGERS, Clerk of the District Court of the United States of America, for the District of Alaska, do hereby certify that the foregoing pages numbered from 1 to inclusive, contain a true and complete transcript of the record and proceedings had in said Court in the case of the United States, *pltf.*, *vs.* James Ogilvie, defendant, ⁵⁰ as the same remain of record and on file in said office.

In testimony whereof, I have caused the seal of said Court to be hereunto affixed, at the town of Sitka, in said District, the 9th day of November, A. D. 1896.

CHARLES D. ROGERS,
Clerk.

[SEAL.]

EXHIBIT No. 20 (G. B.), CLAIM No. 1.

⁶⁰

Certified transcript of Record and Proceedings in United States District Court in Alaska in case of United States *vs.* James Blake.

The proceedings in this case were the same as against James Ogilvie as shown in Exhibit 19 (G. B.) printed

(Exhibit No. 20).

above except as to certain portions specified below, and by order of the Commissioners on consent of counsel, only such portions are here printed.

United States vs. James Blake.

EVIDENCE OF PROSECUTION.

10 Capt. Abbey.—On August 1st, between 5 and 7 P. M., I was in Bering Sea busy seizing boats which were getting fur-seals contrary to law. First I spoke the "Caroline" of Victoria B. C. She was lying a short distance from schooner. Steamed up to her and saw the master and mate on deck. Could not recognize them at first but afterwards saw who they were. I hailed her and found she was a sealer. The Captain said the boats were away to the S. W. Very soon we saw the boats in the distance. I forget the questions I put to the Captain, but we saw dead seal from the "Corwin's" deck, lying on the schooners deck. I called the attention of someone to them; I directed her to be seized and threw a line aboard. I found the boats and canoes. I examined them and found them full of dead seals. I approached the boats and saw them firing and drifting down getting seals. The boat coming alongside in the dark wondered what schooner it was, tacked and hailed us.

20 J. C. Cantwell.—I was put in charge of the schooner to take her to Oonalaska, and made sail for same island. I saw fur seal on board. I saw the defendant, he was mate on board the schooner.

(Endorsed)—No. 83.—United States vs. James Blake.—Evidence.—Filed Sept. , '86.

ANDREW T. LEWIS,

Clerk.

In this proceeding the following order appears in place of the order to forfeit bail appearing in Exhibit No. 19 (G. B.).

40 And on September 6, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

In the matter of the United States }
vs. } No. 83.
James Blake.

Now at this time this cause coming on to be heard upon demurrer M. D. Ball U. S. District Attorney for Alaska appearing for the United States and W. Clark and D. A. Dingley for James Blake, the Court now being fully advised in the premises: It is considered and ordered that the demurrer be overruled. And now upon motion to dismiss for want of jurisdiction: It is ordered that the same be overruled.

And now this coming on for trial upon plea heretofore made to information and appearing by their respective attorneys, and the defendant James Blake personally waive a jury and agrees that the cause may be tried by the Court. Whereupon the following witnesses were called sworn and testified on the part of the United States: Capt. C. A. Abbey, J. C. Cantwell, and J. H. Douglas. After which the plaintiff rest; the defendant having no evidence to offer, rest. The Court now being fully advised in the premises, the defendant James Blake is found guilty and being arraigned for sentence and being asked if he has any reason why the judgment of the Court shall not be pro-

(Exhibits Nos. 20, 21, 22, 23, 24, 25, and 26).

nounced against is not able to give any, and said defendant waiving further time to receive sentence; It is considered and ordered that the said James Blake be imprisoned for the term of ten (10) days.

EXHIBIT No. 21 (G. B.), CLAIM No. 1.

- 10 Counter Case Chart No. 1, showing cruises of United States Naval Vessels between July 15 and August 15, 1891.

EXHIBIT No. 22 (G. B.), CLAIM No. 1.

Counter Case Chart No. 6, showing positions and number of seals observed and reported by United States Naval Vessels in Behring Sea during the season of 1892.

20 **EXHIBIT No. 23 (G. B.), CLAIM No. 1.**

Chart in Vol. II. American Reprint between pages 574 and 575, showing cruise of British schooner "Ada" in 1887.

EXHIBIT No. 24 (G. B.), CLAIM No. 1.

Chart in Vol. II. American Reprint between pages 530 and 531, showing cruise of United States schooner "Annie" from San Francisco in Behring Sea in 1887.

EXHIBIT No. 25 (G. B.), CLAIM No. 1.

Chart in Vol. II. American Reprint between pages 524 and 525, showing cruise of United States schooner "Ellen" in Behring Sea in 1887.

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EXHIBIT No. 26 (G. B.), CLAIM No. 1.

Picture of Indian sealing canoe and sealers, showing method of throwing spear.

(Exhibit No. 27).

EXHIBIT No. 27 (G. B.), CLAIM No. 1.

ABSTRACT.

Abstract from the book produced by William Bragg, showing the names of the hunters in the Mary Ellen in 1886, the days on which they sealed in Behring Sea in that year, and the number of seals taken by each hunter from day to day.

JOHN JACOBSON.

June.			August.		
28, hunting	8 seals	1, hunting.....	25 seals		
29, not hunting.....	0	2, hunting.....	16		
30, hunting.....	4	3, hunting.....	5		
	—	4, hunting.....	0		
20	12 seals.	5, not hunting....	1, from schooner		
		6, not hunting....	0		
		7, hunting.....	35		
		8, hunting.....	14		
		9, hunting.....	23		
		10, hunting.....	23		
		11, hunting.....	1, half day		
		12, not hunt'g....	0		
		13, not hunt'g....	0		
		14, not hunt'g....	0		
		15, hunting.....	9		
		16, not hunt'g....	0		
		17, not hunt'g....	0		
		18, not hunt'g....	0		
30		19, hunting.....	86		
		20, not stated.....	0		
		21, hunting.....	15, half day		
		22, not hunting....	0		
		23, hunting.....	9		
		24, hunting.....	7, half day		
		25, not hunt'g....	1, from schooner		
		26, not hunt'g....	0		
		27, not hunt'g....	1, from schooner		
		28, not hunt'g....	0		
		29, not hunt'g....	1, out for sleep.		
			—		
			220 seals.		
40		24, hunting.....	8, half day		
		25, hunting.....	14		
		26, hunting.....	0, 2 hours		
		27, not hunt'g....	0		
		28, hunting.....	8		
		29, hunting.....	46		
		30, hunting.....	35		
		31, hunting.....	17		
			—		
			286		

50

DEFRIES.

June.		August.	
28.....	2 Hunting	1.....	40 Hunting
29.....	0 Not hunting	2.....	14 Hunting
30.....	6 Hunting	3.....	13 Hunting
		4.....	1 Hunting
		5.....	0 Not hunting
		6.....	0 Not hunting
	July.	7.....	19 Hunting
1.....	1 Hunting	8.....	0 Hunting
2.....	2 Hunting	9.....	16 Hunting
3.....	0 Hunting (2 hours)	10.....	18 Hunting
4.....	0 Not hunting	11.....	3 Hunting (half day)
5.....	0 Not hunting	12.....	0 Not hunting
6.....	1 Hunting	13.....	0 Not hunting
7.....	0 Not hunting	14.....	0 Not hunting
8.....	32 Hunting	15.....	3 Hunting (half day)
9.....	0 Not hunting	16.....	0 Not hunting
10.....	0 Not hunting		
11.....	1 Hunting (half day)		

(Exhibit No. 27).

13.... 16	Hunting	17....	Not hunting
14.... 27	Hunting	18....	Not hunting
15.... 6	Hunting	19.... 27	Hunting
16.... 7	Hunting	20....	Not specified
17.... 4	Hunting	21.... 10	Hunting (half day)
18.... 0	Hunting	22.... 0	Not hunting
19.... 19	Hunting	23.... 8	Hunting
20....	Not hunting	24.... 4	Hunting (half day)
21.... 9	Hunting	25....	Not hunting
22 to 27 inclusive	torn out	26....	Not hunting
28.... 5	Hunting	27....	Not hunting
29.... 38	Hunting	28....	Not hunting
30.... 21	Hunting	29.... 0	Not hunting
31.... 0	Not hunting		
Total..246		Total..175	

20

W. T. BRAGG. Stern Boat.

	August.	
1.....	14	Hunting
2.....	2	Hunting
3.....	1	Hunting
4.....	1	From Schooner
5.....	1	Hunting
6.....	6	Hunting
7.....	12	Hunting
8.....	3	Hunting Half a day
9.....	5	From Schooner (not hunting)
10.....	1	Hunting
11.....	1	From Schooner (not hunting)
Total	47	

30

On the 5th of August John Rose, one of the deck hands, got a seal from the schooner with a gaff hook.

JULIAN.

JULIAN.

June.		August.	
40	28..... 4 Hunting	1..... 35 Hunting	
	29..... Not hunting	2..... 22 Hunting	
	30..... 3 Hunting.	3..... 7 Hunting	
July.		4..... 2 Hunting	
1st to 6th torn out.		5..... 2 From Schooner (not h)	
	7..... 0 Not hunting.	6..... 0 Not hunting	
	8..... 24 Hunting.	7..... 25 Hunting	
	9..... 0 Not Hunting.	8..... 20 Hunting	
	10..... 0 Not hunting.	9..... 25 Hunting	
	11..... 1 (half ay)	10..... 21 Hunting	
	12..... 19 Hunting	11..... 3 Hunting	
50	13..... 29 Hunting.	12..... Not hunting	
	14..... 6 Hunting	13..... Not hunting	
	15..... 9 Hunting	14..... 0 Not hunting	
	16..... 9 Hunting	15..... 16 (Half day)	
	17..... 15 Hunting	16..... 0 Not hunting	
	18..... 19 Hunting.	17..... 0 Not hunting	
	19..... 0 Not hunting	18..... 0 Not hunting	
	20..... 0 Not hunting	19..... 24 Hunting	
	21..... 5 Hunting	20..... 0 Not specified.	
	22..... 21 Hunting	21..... 10 Hunting (half day)	
	23..... 0 Not hunting	22..... 0 Not hunting	
	24..... 13 Half day	23..... 12 Hunting	
	25..... 7 Hunting	24..... 7 Hunting (half day)	
60	26..... 1 Two hours	25..... 0	
	27..... 0 Not hunting	26..... 0	
	28..... 18 Hunting	27..... 0	
	29..... 34 Hunting	28..... 0	
	30..... 25 Hunting		
	31..... 27 Hunting		
Total..306		Total..231	

(Exhibit No. 27).

LORENZO.

June.		August.	
28.....	0 Hunting	1.....	28 Hunting
29.....	0 Not hunting.	2.....	19 Hunting
30.....	1 Hunting	3.....	11 Hunting
July.		4.....	1 Hunting
1.....	3 Hunting	5.....	0 Not hunting
2.....	2 Hunting	6.....	0 Not hunting
3.....	2 (2 hours)	7.....	10 Hunting
4.....	0 Not hunting	8.....	11 Hunting
5.....	0 Not hunting	9.....	14 Hunting
6.....	1 Hunting	10.....	22 Hunting
7.....	0 Not hunting	11.....	6 Hunting (half day)
8.....	28 Hunting	12.....	0 Not hunting
9.....	0 Not hunting	13.....	0 Not hunting
10.....	0 Not hunting	14.....	0 Not hunting
11.....	0 (half day).	15.....	6 Hunting (half day)
12.....	12 Hunting	16.....	0 Not hunting
13.....	27 Hunting	17.....	0 Not hunting
14.....	4 Hunting	18.....	1 From Schooner (not h)
15.....	6 Hunting	19.....	32 Hunting
16.....	2 Hunting	20.....	0 Not specified
17.....	6 Hunting	21.....	11 (half day)
18.....	13 Hunting	22.....	0 Not hunting
19.....	0 Not hunting	23.....	3 Hunting
20.....	0 Not hunting	24.....	4 Hunting (half day)
21.....	13 Hunting	25.....	0 Not hunting
22.....	20 Hunting	26.....	0 Not stated
23.....	0 Not hunting	27.....	0 Not hunting
24.....	14 (half day)	28.....	0 Not hunting
25.....	6 Hunting	Total.. 179 Seals	
26.....	0 (half day)		
27.....	0 Not hunting		
28.....	3 Hunting		
29.....	30 Hunting		
30.....	26 Hunting		
31.....	8 Hunting		

Total.. 220 Seals.

CHARLES F. DILLON.

June.		August.	
28, hunting.....	2 seals	1, hunting.....	12
29, not hunt'g.....	0	2, hunting.....	16
30, hunting.....	1	3, hunting.....	8
July.		4, hunting.....	3
1, hunting.....	3 seals	5, not hunt'g.....	2 from schooner
2, not hunt'g.....	0	6, not hunting.....	0
3, hunting.....	1, 2 hours	7, hunting.....	3
4, not hunt'g.....	0	8, hunting.....	15
5, not hunt'g.....	0	9, hunting.....	4
6, hunting.....	4	10, hunting.....	31
7, not hunt'g.....	0	11, hunting.....	5, half day
8, hunting.....	19	12, not hunt'g.....	0
9, not hunt'g.....	0	13, not hunt'g.....	0
10, not hunt'g.....	0	14, not hunt'g.....	0
11, hunting.....	0 half day	15, hunting.....	7 half day
12, hunting.....	10	16, not hunt'g.....	0
13, hunting.....	19	17, not hunting.....	0
14, hunting.....	2	18, not hunt'g.....	0
15, hunting.....	5	19, hunting.....	22
16, hunting.....	2	20, not stated.....	0
17, hunting.....	1	21, hunting.....	12, half day
18, hunting.....	14	22, not hunt'g.....	0
19, not hunt'g.....	0	23, hunting.....	5
20, not hunt'g.....	0	24, hunting.....	8 half day
21, hunting.....	11	25, not hunting.....	0
22, hunting.....	21	26, ditto.....	0
23, not hunt'g.....	0	27, ditto.....	0
24, hunting.....	9 half day	28, ditto.....	0
25, hunting.....	3	29, ditto.....	0
26, hunting.....	1 2 hours	158.	
27, not hunt'g.....	0		
28, hunting.....	5		
29, hunting.....	45		
30, hunting.....	25		
31, hunting.....	9		

209 seals

(Exhibits Nos. 28, 29, 30 and 31).

EXHIBIT No. 28 (G. B.), CLAIM No. 1.

Log book of schooner "Maggie Mac" of Victoria, produced by Thomas H. Brown.

By order of the Commissioners on consent of counsel no part of this exhibit is printed.

10

EXHIBIT No. 29 (G. B.), CLAIM No. 1.

Record book of Thomas H. Brown.

By order of the Commissioners on consent of counsel no part of this exhibit is printed.

EXHIBIT No. 30 (G. B.), CLAIM No. 1.

20

SAND POINT, June 29th, 1889.

Messrs. WELCH RITHET & Co.,

Victoria, B. C.

Gentlemen:

I received your letter of May 25th all right. I will ship my skins in the "Wanderer" tonight, they are 32 sacks with 15 in each sack, 12 sacks with 10 and 1 sack with 13, total amount 613 skins. Each sack is marked with W. R. & Co., in black letters on the outside of the
30 bag with the number of skins in it, also a white tag with W. R. & Co. on one side and M. E. on the other. I am paying the mate off here and will give him an order on you. He is no good whatever and it is no use lugging him around paying him \$40.00 for nothing. I got another hunter from the "W. Rich" and expect to do good work in the Behring Sea. Copy of stores and crew outfit. Enclosed is also a bill for rifle and ammunition \$34.00 which accounts for \$34.00 marked cash on the bill. We will be home before the bill is presented for payment. Will sail
40 to-night for the sea.

I remain yours most respectfully,

(Sd.) JOHN DODD.

EXHIBIT No. 31 (G. B.), CLAIM No. 1.

NORTHEAST HARBOR,

SHUMICAN ISLANDS,

July 5th, 1890.

50

R. P. RITHET & Co.,

Victoria, B. C.

Gentlemen:—

Your favour of the 11th June per Sch. "Mischief" duly received and contents noted. We will ship by said schooner 1107 seal skins, one thousand one hundred and seven skins, in good order. They are very fine lot of skins but I think that if \$10 can be obtained in Victoria you may dispose of them if you think right. But I will leave it all
60 in your own hands to do as you seem fit. We will lose a lot of time before getting to the sea, as this Schooner should of been here 10 days ago.

I remain yours most respectfully,

(Sd.) JOHN DODD.

(Exhibits No. 1 and 2).

United States Exhibits.**EXHIBIT No. 1 (U. S.), CLAIM No. 1.**

Extracts from Report of A. R. Milne in Vol. 5, "Appendix 3 and 4 to case of Great Britain," American Re-print, included between pages 393 and 398, offered as part
10 of cross-examination. (See Record at page 226.)

By order of the Commissioners on consent of counsel this exhibit is not printed.

EXHIBIT No. 2 (U. S.), CLAIM No. 1.

Dec. 11, 1896.

DOMINION OF CANADA.

Port of Victoria,
20 *Province of British Columbia.*

This is to certify that the annexed copies marked A. B. C. D. E. & F. are correct transcripts of all the documents relative to the first registry of the schooner "City of San Diego" on file in this office.

A. R. MILNE,
Registrar of Shipping.

"A."

VICTORIA, B. C., 28 Dec., 1892.

30 *To the Registrar of Shipping,*
Port of Victoria, B. C.

Sir,—

I Herewith hand you a Builder's Certificate, Surveyor's Certificate and Declaration of Ownership for the Ship "City of San Diego," which has been built by Turner, at his shipyard in the State of California for, and request that you will grant registry for her in (1) my name when (1) "my" or "our."

(2) (Signed) JOHN A. BECHTEL,

(2) Name or names of owners; residence, occupation and number of shares.

40 Victoria City,
Hotel-keeper,
64 Shares.

Her Dimensions are: Length 67 feet 5 tenths; Breadth 20 feet 5 tenths; Depth 6 feet 5 tenths, and measuring 46.16 tons Register.

And I appoint William Munsie of Victoria aforesaid to be managing owner thereof.

I am, Sir,

Your obedient servant,

50 (Signed) JOHN A. BECHTEL.

"D."

CUSTOM HOUSE, PORT OF SAN FRANCISCO.
Collector's Office.

December 22nd, 1892.

I hereby certify that according to the records of this office the Schooner called the "City of San Diego" of San Francisco, tonnage 46 and 16/100 tons, was registered at this office February 9th, 1891, and the following were her
60 owners, viz.: John A. Bechtel of San Francisco, State of California, sole owner. And there is no mortgage or lien on record against said vessel in this office.

Given under my hand and seal of office, this 22nd day of December, 1892. 2.45 P. M.

(Signed) JOHN DARE,
Deputy Collector.

(Exhibit No. 2).

"E."

Registry No. 62.
PermanentOfficial No.
Numerals. Letters.
125,944.

COPY OF CERTIFICATE OF REGISTRY.

In pursuance of Chapter one, title XLVIII. "Regulation of Commerce and Navigation," Revised Statutes of the United States, John A. Bechtel of San Francisco, State of California, having taken and subscribed the oath required by law, and having sworn that he is the only owner of the vessel called the "City of San Diego" of San Francisco whereof George Wester is at present master, and is a citizen of the United States; and that the said vessel was built in the year 1881, at San Francisco, California, as appears by permanent register No. 50 issued at this port January 11, 1887, now surrendered. New owner; and said register having certified that the said vessel has one deck and two masts--and that her length is 67 and 5 tenths feet, her breadth 26 feet and 5 tenths, her depth 6 feet and 5 tenths, her height feet and tenths; that she measures forty-six tons and sixteen hundredths, viz.:

	Tons.	100ths.
Capacity under tonnage deck.....	45	06
Capacity between decks above tonnage deck.		
Capacity of inclosures on the upper deck, viz.	3	52
Gross tonnage.....	48	58
Deductions under Section 4153, Revised Statutes as amended by Act of August 5, 1882.....	42	
Total deductions.....	2.42	2.42
Net tonnage.....	46	16

The following described spaces, and no others, have been omitted, viz.:

and that she is a schooner has a billet head and an elliptic stern; and the said John A. Bechtel, having agreed to the description and admeasurement above specified, and sufficient security having been given, according to law, said vessel has been duly registered at the Port of San Francisco.

Given under my hand and seal, at the Port of San Francisco, this 9th day of February, in the year one thousand eight hundred and ninety-one.

E. P. DANFORTH, Naval Officer.
(Place for seal.)

F. G. PHELPS,
Collector of Customs.
(L. S.)

Seal of the United States.

T. B. SANDEN,

Acting Commissioner of Navigation.

(Endorsed)—District of San Francisco, Port of San Francisco. Collectors Office.

I hereby certify the within to be a true copy of the original on record in this office.

Given under my hand and seal this 22nd day of December, 1892.

(Signed) JOHN DARE.

The Declaration of Ownership marked "B," the Certificate of Her Britannic Majesty's Consul Dennis Donohoe, dated December 22, 1892, marked "C," and the Certifi-

(Exhibits. Nos. 2, 3 and 4).

cate of Survey of "City of San Diego," marked "F," above referred to, form part of this Exhibit No. 2 (U. S.), and by order of the Commissioners on consent of counsel are not printed.

EXHIBIT No. 3 (U. S.), CLAIM No. 1.

¹⁰ LIST OF "AMERICAN VESSELS" SUITABLE FOR SEALING PURPOSES WHICH ARRIVED AT VICTORIA, B. C., IN 1886 AND 1887.

Prepared by A. R. Milne, Register Victoria, B. C., to supplement Exhibit No. 16 (G. B.), Claim No. 1.

Name of Vessel.	Tonnage.	Rig.	Year.	From.
²⁰ Carrie Hayden.....	15	Schnr.	1886.	Port Townsend, U. S. A.
L. I. Perry.....	35	"	"	Roche Harbor, "
C. C. Perkins.....	27	"	"	" " " "
Tenaser.....	33	"	"	Port Townsend, "
Sylvia Handy.....	68	"	"	Behring Sea.
City of San Diego.....	44	"	"	" " "
Vanderbilt.....	98	"	"	" " "
Utsalady.....	81	"	"	Roche Harbour, U. S. A.
Helen Blum.....	60	"	1887.	San Francisco, "
San Jose.....	67	"	"	" " "
Lily L.....	63	"	"	North Pacific Ocean.
Henrietta.....	81	"	"	Roche Harbor, U. S. A.

³⁰ Add to list of "Canadian Vessels" in 1887 the Schnr. *Lottie Fairfield*, 165, Schnr., 1887, from San Francisco, of Yarmouth, Nova Scotia.

EXHIBIT No. 4 (U. S.), CLAIM No. 1.**REGISTERED VESSEL.**

⁴⁰ **OWNER'S OATH.**

DISTRICT OF SAN FRANCISCO. }
Port of San Francisco. }

I, JOHN A. BECHTEL, of Auburn, in the county of Placer, and State of California, do swear, according to the best of my knowledge and belief, that the Schooner called the "City of San Diego," of San Francisco, is of burden 46 and $\frac{1}{10}$ tons, and was built at San Francisco, in the State of California, in the year one thousand eight hundred and eighty-one; that I am a citizen of the United States; that my present usual place of residence or abode is Auburn, in the County of Placer and State of California; and that I am the true and sole owner of the said Schooner. And that no subject or citizen of any foreign power is, directly or indirectly, by way of trust, confidence, or otherwise, interested therein, or in the profits or issues thereof.

(Signed) JOHN A. BECHTEL.

⁶⁰ So help me God.

Sworn to and subscribed }
before me this 9th day }
of February, 1896.

(Signed) E. O. TUTTLE,
Deputy Collector of Customs.

(Exhibits Nos. 4 and 32).

MASTER'S OATH.

I, GEO. WESTER, Master of the above mentioned Schooner, do solemnly swear that I am truly a citizen of the United States, having been born in Norway and Naturalized in San Francisco, Cal., in the year 1891, U. S. Dist. Court.

10 (Signed) GEO. WESTER.

So help me God.
Sworn to and subscribed }
before me this 9th day }
of February, 1896.
(Signed) E. O. TUTTLE,
[SEAL.] Deputy Coll. of Customs.

20

District and Port of San Francisco.
Collector's Office.
Dec. 11, 1896.
I hereby certify the above to be
a true copy of the original on file
in this Office.
N. S. FARLEY,
Deputy Collector.

The certified copy of Bill of Sale and Certificate of Registry which form part of this Exhibit No. 4 (U. S.), by order of the Commissioners on consent of counsel are not printed.

30

Claim No. 3, "Onward."**EXHIBIT No. 32 (G. B.), CLAIM No. 3.**

Inventory of Property on board British schooner
"Onward," delivered into custody of U. S. Depy.
40 Marshall, Isaac Anderson, Ounalaska, August 13th,
1886.

- 1 Schooner, the "Onward," Victoria, B. C.
- 3 anchors; fair.
- 1 Adz; fair.
- 2 Axes, fair.
- 2 Belts, life; poor.
- 2 Blocks, double, 12"; fair.
- 1 Brace and bit; fair.
- 50 1 Binnacle, light; fair.
- 1 Broom corn.
- 1 Chronometer; good.
- 4 Compasses; fair.
- 2 Cables, "
- 14 Casks, water; "
- 1 1/2 Ton coal, good.
- 1 Clock; good.
- 1 Chart, General Pacific; poor.
- 9 Canoes; fair.
- 60 1 Coffee mill; fair.
- 1 Flag, British; fair.
- 1 Flag, house "
- 1 Fog horn; "
- 1 File, "
- 1 Funnel (bucket) "

(Exhibit No. 32).

	4	Globes, lantern; Good.	
	2	Hammers; "	
	1	Hamborline, 1 lb. "	
	3	Fathoms hemp, 2½ "	
	1	Doz knife sheaths "	
	1	Kettle "	
	1	Lead line & 2 leads "	
10	2	Lights, side "	
	1	Light, riding; fair.	
	1	Lamp, globe; fair.	
	2	Lamps, swinging; fair.	
	175	Fathoms, Manilla, 3¼ in. new. Good.	
	20	Ditto old. Fair.	
	1	Package nails. Good.	
	5	Gals. oil, kerosene. Good.	
	2	Gals. oil, paint "	
	25	Pounds oxide iron "	
20	2	Oars (10 ft.) "	
	1	Pump, bilge, fair.	
	1	Pump, Copper "	
	25	Pounds paint, black; fair.	
	1	Pitcher, water; good.	
	1	Plane, jack; fair.	
	1	Plane, hand; "	
	2	Palms, sewing; fair.	
	2	Pans, baking; "	
	8	Paddles "	
30	1	Patent Log "	

RUNNING RIGGING.

Main throat and peak halyards, sheet, down haul and topping lift, fore throat and peak halyards, sheet, down haul and topping lift, jib halyards, down haul, sheet and boom topping lift, flying jib, halyards, down haul and sheet.

40	2	Boat falls on after davits.	
400		Seal skins.	
	2	Sauce pans.	
	3	Tons salt.	
	1	Mainsail, foresail, jib, staysail and flying jib; fair.	
	3	Stoves; good.	
	4	Saws, fair.	
	1	Screw clamp; fair.	
	1	Spike marlin; "	
	3	Stools, "	
50	1	Saw set.	
	1	Scraper "	
	1	Shovel "	
	2	Tanks, iron "	
	1	Tackle, watch "	
	2	Tackle, boom "	
	4	Tackle boats for hoisting out; fair.	
	1	Pound twine, sewing; fair.	
	25	Pounds white lead.	
	1	Wrench, monkey.	
60			

PROVISIONS.

800	Pound rice; good.	
15	Boxes bread; poor.	
10	Sacks flour; "	

(Exhibits Nos. 32, 33, 34 and 35).

1½ Barrels molasses; good.
20 Pounds beans; "
6 Pounds lard; "

Received from Captain C. A. Abbey, commanding U. S. Revenue Steamer "Corwin," the above mentioned property, which I will hold in my possession until it is demanded by legal authority.

I. ANDERSON,
Depy. U. S. Marshal, Ounalaska,
August 14, 1886.

EXHIBIT No. 33 (G. B.), CLAIM No. 3.

Account of seals taken by Indians on board of schooner "Onward" at Behring Sea in 1886.

By order of the Commissioners on consent of counsel this exhibit is not printed.

EXHIBIT No. 34 (G. B.), CLAIM No. 3.

Agreement dated December 30, 1886, between Charles Spring and Alexander McLean, dissolving their partnership.

By order of the Commissioners on consent of counsel this exhibit is not printed.

EXHIBIT No. 35 (G. B.), CLAIM No. 3.

Certified transcript of Record and Proceedings had in United States District Court of Alaska, in the case of the United States *vs.* Daniel Monroe.

The proceedings in this case were similar to those taken against James Ogilvie as shown in Exhibit No. 19 (G. B.) printed above, except as to the proceedings following the "Order in the matter of the Time for Trial," and by order of the Commissioners on consent of counsel only such part of the record is printed here.

IN THE DISTRICT COURT OF THE UNITED STATES,
DISTRICT OF ALASKA.

UNITED STATES OF AMERICA, } ss.:
District of Alaska.

The President of the United States of America to MICHAEL HARKIN, ALFRED NIGHTENGATE, Greeting:

You are hereby commanded to appear before the District Court of the United States, for the District of Alaska, at Sitka in said District, on Monday the 30th day of August A. D. 1886, at 9 o'clock A. M. of that day, to testify as a witness on behalf of the plaintiff in the case of *The United States vs. Daniel Monroe*, hereof fail not.

Witness the Honorable Lafayette Dawson, Judge of said Court and seal thereof affixed at Sitka in said District, this 27th day of August A. D. 1886.

ANDREW T. LEWIS,
Clerk.

(Exhibit No. 35).

UNITED STATES OF AMERICA, } ss.:
District of Alaska.

I hereby certify and return that the within subpoena came into my hands for service on the 27th day of August, 1886, and on the same day I personally served the same on the within named Alfred Nightingale and Michael Harkin, by reading the within to them personally and gave
10 to them a true copy of the within at Sitka Alaska Ty.

BARTON ATKINS,
U. S. Marshal.

By JOHN HANLON,
Spec. Dep. U. S. Marshal.

(Endorsed)—No. 87. In the District Court of the United States for the District of Alaska The United States *vs.* Daniel Munroe. Subpoena for the Plaintiff.

And on August 31, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

In the matter of the United States <i>vs.</i> Daniel Munroe and J. Marketich.	}	No. 79 and 87. Amended Information.
---	---	--

Comes now M. D. Ball U. S. District Attorney for Alaska and moves the Court for leave to file an amended
30 Information in Cause No. 79 and 87, making joinder of the two causes of action.

It is ordered that leave be granted.

In the District Court of the United States for the District of Alaska.

The United States <i>vs.</i> Daniel Munroe and J. Marketich.	}	Information.
---	---	--------------

40 District of Alaska, ss.:

Daniel Munroe and J. Marketich are accused by M. D. Ball, U. S. District Attorney for Alaska by this amended information of the crime of killing fur bearing animals within the limits of Alaska Territory and in the waters thereof, committed as follows:

The said Daniel Munroe and J. Marketich on the second day of August, A. D. 1886, in the District of Alaska and within the jurisdiction of this Court, to wit: within the limits of Alaska Territory and in the waters thereof did
50 kill twenty fur seal, 1 otter, 1 marten, 1 mink, 1 sable, Contrary to the Statutes of the United States in such cases made and provided and against the peace and dignity of the United States of America.

Dated at Sitka, the 30th. day of August, 1886.

M. D. BALL,

U. S. District Attorney for Alaska.

District of Alaska, ss.:

I, M. D. Ball, U. S. District Attorney for Alaska, being
60 duly sworn say the within information is true, as I verily believe.

M. D. BALL.

Subscribed and sworn to before me this 25th day of August, A. D. 1886.

ANDREW T. LEWIS,
Clerk.

[L. S.]

(Exhibit No. 35).

(Endorsed)—No. 87. In the District Court of the United States for the District of Alaska. The United States vs. Daniel Munroe and J. Marketich. R. S. Sec. 1956. Information. Filed Aug. 31 A. D. 1886. Andrew T. Lewis, Clerk.

In the District Court of the United States for the District of Alaska.

United States, Pltfs.

vs.

Daniel Monroe and James
Marketich, Defts.

} Demurrer.

Come now the defendants and demur to the information herein for the reason that the same does not state facts sufficient to constitute an offence known to the law.

W. CLARK and D. A. DINGLEY,

Attys. for Defts.

Dated Sept. 6, 1886.

(Endorsed)—In the District Court of the United States for the District of Alaska. United States vs. Daniel Monroe and James Marketich. Demurrer. Filed Sept. 6, 1886.

W. CLARK and D. A. DINGLEY,

Attys. for Defts.

U. S. vs. DANIEL MONROE AND J. MARKETICH SCHOONER
"ONWARD."

30

Evidence of Prosecution.

Capt. Abby:

I am captain in the U. S. R. Marine, Captain of the "Corwin." Was in Behring Sea on 2nd of August, about 110 to 120 miles S. E. of St. George's Island, (Locality indicated on the map as nearly as possible), between 4 and 5 A. M. Was called by 1st Lieut., who said there was a schooner in sight taking seal in Behring Sea. He asked what he would do with her. I told him to seize her. We hailed her and put a petty officer on board. I did not board her myself and saw nothing at the time to indicate that they were taking seal. Did not go on board or see any seal on board. This point is about 112 miles S. E. magnetic S. S. E. true compass from St. Paul's Island in Behring Sea, and 80 miles N. W. of Oonalaska. It was east of the 193' W. Long. 500 or 600 within the boundary on the N. W. My orders from the Secretary of the Treasury were to seize all persons violating the treaty by getting any fur bearing animals, etc. I was also provided with instructions as to what the boundary of Alaska waters was. I arrested the vessel. She was a two masted schooner. Had a crew of whites and Indians. Has 7 or 8 canoes. She was on a well known sealing ground and had every evidence of being sealing. A vessel would not generally have so large a crew if engaged in ordinary traffic. The men I see here conducted themselves and acted as master and mate. We seized the schooner and took her to Oonalaska.

CROSS EXAMINED by Mr. Dingley:

There were about 18 Indians aboard the schooner sitting about the decks, and about one or two white men on deck; this was early in the morning.

From the locality in which I found them I imagined they were sealing. The Indians are here in Sitka to the

(Exhibit No. 35).

best of my belief. The prisoners were turned over to the U. S. Marshal. My instructions were to arrest any and all persons and all vessels.

Lieut. Howison:

I am a Lieutenant in the U. S. R. Marine. I am on the "Corwin." On the 2nd Aug. I was 1st. Lieut. I was executive officer. I was on watch, from 4 to 8 A. M. I saw the defendant on that morning. I spoke the schooner between 4 and 6 A. M. Hailed him and he said, "yes he was sealing." Mr. Winslow and the men boarded her. I took the men and put them on board the "Carolina." The two men I see were aboard. I saw the Captain. The captain is Mr. Munroe. We were in 55° North Lat. and 167° 40' West Longitude and 110 to 115 miles S. E. of St. George's Island. She was taken within 500 or 600 miles E. of the boundary line. I saw the parties myself. I pulled alongside and put the men aboard. Did not go aboard myself. When I hailed them they answered "yes, they were catching seal." She had canoes and Indians. I found out afterwards that she had 9 canoes and 18 Indians. Such an equipment is not usual for ordinary purposes.

CROSS-EXAMINED by Mr. Dingley:

I received an answer on hailing her but do not know who answered.

30 By District Attorney:

The reply to hailing is generally given by the master or the mate or officer of the watch.

Winslow:

I am Bo's'n. of "Corwin." I was in Behring Sea on the 2nd Aug. I have seen the two parties. I was on board the schooner. I was placed in charge. I went aboard and after making fast, made sail. I had a conversation with both the parties. I said "you caught some seal, Captain," and he said "well its no use, we must 40 make the best of it." "It was no use running away, they would have caught us if I had." There were between 20 and 30 seals dead in the boats. I know they were fresh killed from the blood running from them. There were seal skins lying all around. They were all fur seals. I do not know anything about skinning seals. I think they are usually skinned after putting them aboard.

CROSS-EXAMINED by Mr. Dingley:

This is the first time I ever came up here. I have no 50 experience in the difference between fur and hair seals. The difference I know is that a hair seal has no fur.

Nelson:

On the 2nd Aug. I was on board the "Corwin." I am a seaman. I have seen the two parties. The Captain hollered out to him, and he said he was catching seals. The first Lieutenant put me aboard, and I saw the Captain and mate of the schooner, and some seals. I don't know how long seals are kept before they'r skinned.

60 J. C. Cantwell:

I am third Lieutenant in the U. S. Revenue Marine Service, at present third Lieutenant on board the "Corwin." I have had some experience in Alaskan waters. The custom in killing seals is to drive the seals inland away from other seals and club them, then they

(Exhibit No. 35).

are stabbed and immediately skinned, and left to cool off and then salted for 8 days. I was present at the capture of the schooner "Onward." The skin lies on the ground after being taken from the seal and is salted down when cool. That is about 3 or 4 hours. If killed in the afternoon they would be salted in the afternoon. The skinning takes place immediately after killing. This is a vital necessity. If they were allowed to remain on the seal an entire day putrefication would take place and would injure the pelt.

E. H. Brown:

I am deputy Collector of Customs for the Port of Sitka, Alaska. My instructions with regard to the seal fishery are as follows: (Letter of instructions was read.) (Also a full copy of same in the Alaskan newspaper. Copy was produced by witness and read.)

20 (Endorsed)—No. 87 and 89. Evidence schooner United States vs. Daniel Monroe and J. Marketich.
Filed Sept. 1886.

ANDREW T. LEWIS,
Clerk.

And on September 6th, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

30	In the matter of the United States vs. Daniel Monroe and J. Marketich.	}	No. 79 and 87. Amended Information.
----	--	---	--

Now at this time comes M. D. Ball U. S. District Attorney for Alaska, and moves the Court for leave to file an amended Information in Nos. 79 and 87 making joinder of the two causes of action in one information, the act charged as an offence having been committed jointly. It is ordered that leave be granted.

40 Comes now Daniel Monroe and J. Marketich, and being duly arraigned upon said information filed, for plea thereto each says he is not guilty as charged.

Comes now W. Clark and D. A. Dingley, Attorneys for the above named defendants and files demurrer to the amended information. It is considered and ordered that the demurrer be overruled.

Comes now the parties above named by their respective attorneys M. D. Ball for plaintiff, and W. Clark and D. A. Dingley for defendants, and this cause coming on for trial
50 demand a jury.

Whereupon the following panel of 18 jurors were called: E. O. Decker, Charles Morse, R. Hoff, Max Cohen, Sam Konn, D. A. Petterson, George Foster, O. F. Northup, C. F. Jones, P. J. Callsen, N. A. Fuller, Walter Thomas, Alex. Long, James Grant, James McKeen, B. K. Cowels, O. P. Baker, and B. F. Brightman, who were sworn to answer questions touching their qualifications to set as jurors in this cause, were then tried and examined as to their qualification. Whereupon plaintiff's attorney being
60 entitled to three pre-emptory challenges, strike from the list of names, three of the jurors above named, defendants being entitled to three pre-emptory challenges, strike from the list of names three of the jurors above named. Whereupon the following jury were sworn to well and truly try the issue joined and a true verdict render accord-

(Exhibit No. 35).

ing to the law and evidence, viz: E. O. Decker, Charles Morse, H. Hoff, Max Cohen, Sam Koun, O. F. Northup, P. J. Callsen, N. A. Fuller, James Grant, B. K. Cowels, O. P. Baker, and B. F. Brightman.

Whereupon the following witnesses were sworn and testified on the part of the plaintiff, viz: Capt. C. A. Abbey, C. T. Winslow, J. W. Howison, Albert Leaf, E. H. Brown, Oscar Nelson, and J. C. Cantwell, after which plaintiff rest. Whereupon defendant announce they have no evidence to produce, after which defendant rest.

After hearing instructions of the Court and argument of counsel the jury retire in charge of a sworn officer to deliberate upon it. And after being out for a time return into Court and render the following verdict: We the jury find the defendant guilty as charged in the information and fix the penalty for Capt. Munroe at \$200.00 fine and thirty days imprisonment, and for the Mate fix the penalty at thirty (30) days imprisonment. O. P. Baker, Foreman.

Whereupon the defendants being called and asked if they have any reason why the judgment of the Court shall not be pronounced against them, are unable to give any and defendants each personally waiving further time to receive sentence: It is considered and ordered that Daniel Monroe's punishment be assessed at two hundred (\$200.00) dollars fine and thirty (30) days imprisonment, and that J. Marketich's punishment be assessed at thirty (30) days imprisonment.

We the jury find the defendants guilty as charged in the information, and fix the penalty for the Captain Monroe at \$200.00 two hundred dollars fine and thirty (30) days imprisonment, and for the mate fix the penalty at thirty (30) days imprisonment.

O. P. BAKER,
Foreman.

(Endorsed)—Verdict. Filed this 6 day of September 1886. Monroe and Marketich.

40 And on the same day September 6, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

In the matter of the }
Money and Clothing of }
Daniel Monroe.

Comes now Daniel Monroe by his attorney and moves the Court that the private money and clothing in the hands of the U. S. Marshal be turned over to him. Whereupon Daniel Munroe was called, sworn and testified. The Court now being fully advised in the premises, it is ordered that the money and clothing belonging to him, the said Daniel Monroe, be returned.

(Exhibits Nos. 35, 36 and 37).

In the District Court of the United States for the District of Alaska.

United States Plaintiffs	} Motion to dismiss.
<i>vs.</i>	
Daniel Monroe and James Marketich, Defts.	

Now come the defendants and move the Court to dismiss the action for the reason that the Court has no jurisdiction over them or of the subject matter of the offence.

W. CLARK and D. A. DINGLEY,
Attys. for Defts.

Dated Sept. 6, 1886.

(Endorsed)—No. . In the District Court of the United States. United States *vs.* David Monroe and John Marketich. Motion to dismiss. Sept. 7.

W. CLARK and D. A. DINGLEY,
Attys. for Defts.

20

EXHIBIT No. 36 (G. B.), CLAIM No. 3.

Certified transcript of Record and Proceedings had in United States District Court of Alaska in the case of United States *vs.* John Marketich.

The proceedings in this case were similar to those taken against Daniel Monroe as shown in Exhibit No. 35 (G. B.), printed above, except as to the "Order in the matter of Money and Clothing, etc." which does not appear in this record and by order of the Commissioners on consent of counsel this exhibit is not printed.

EXHIBIT No. 37 (G. B.), CLAIM No. 3.

Copy of record and proceedings in United States District Court in Alaska in case of United States *vs.* schooner "Onward."

In the District Court of the United States for the District of Alaska, in Admiralty.

Pleas and proceedings began and had in the District Court of the United States for the District of Alaska.

The United States	} No. 49.
<i>vs.</i>	
The Schooner "Onward," her Tackle, Apparel, Boats, Cargo and Furniture.	

Be it remembered: That at a stated term, to-wit, the May term, 1886, of the District Court of the United States, for the District of Alaska, began and held at Sitka in said District on Monday the.....day of May 1886, and adjourned from time to time until August 28, 1886, when M. D. Ball Esq., U. S. Attorney for the District of Alaska presented and filed, the libel of information in said cause which is in words and figures following, to-wit:

In the District Court of the United States for the District of Alaska.

August special term, 1886.

To the Honorable Lafayette Dawson, Judge of the said District Court.

The libel of information of M. D. Ball Attorney for the United States for the District of Alaska, who prosecutes on behalf of the United States, against the schooner "On-

(Exhibit No. 37).

ward, her tackle, apparel, boats, cargo and furniture, and against all persons intervening for their interest therein, in a cause of forfeiture, alleges and informs as follows:

That Charles A. Abbey, an officer in the Revenue Marine Service of the United States and on special duty in the waters of the District of Alaska, heretofore, to wit, on the 2d day of August, 1886, within the limits of Alaska Territory and in the waters thereof, and within the civil and judicial District of Alaska, to-wit, within the waters of that portion of Behrings Sea belonging to said District, on waters navigable from the sea by vessels of ten or more tons burden, seized the ship or vessel commonly called a schooner, the "Onward," her tackle, apparel, boats, cargo and furniture, being the property of some person or persons unknown to the said Attorney, as forfeited to the United States for the following causes:

That the said vessel was found engaged in killing fur seal within the limits of Alaska Territory, and in the waters thereof, in violation of section nineteen hundred and fifty-six of the Revised Statutes of the United States.

And the said Attorney saith that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of this Court; and that, by reason thereof, and by force of the statute of the United States in such case made and provided, the aforementioned and described schooner or vessel, being a vessel of over twenty tons burden, her tackle, apparel, boats, cargo and furniture, became and are forfeited to the use of the said United States, and that said schooner is now within the District aforesaid.

Wherefore the said Attorney prays that the usual process and monition of this honorable court issue in this behalf, and that all persons interested in the before mentioned schooner or vessel may be cited in general and special to answer the premises, and that all due proceedings being had, that the said schooner or vessel, her tackle, apparel, boats, cargo and furniture, may for the cause aforesaid, and others appearing, be condemned by the definite sentence and decree of this Honorable Court, as forfeited to the use of the said United States according to the form of the Statute of the United States in such case made and provided.

M. D. BALL,

U. S. District Attorney for the District of Alaska.

(Endorsed)—No. 49. United States vs. Schooner "Onward." Libel of Information. Filed this 28th day of August, 1886.

50

ANDREW T. LEWIS,
Clerk.

Be it further remembered that on said 28th day of August, 1886, a motion was duly issued in said cause which is in words and figures as follows, to-wit:

DISTRICT OF ALASKA SCT.

The President of the United States of America to the Marshal of the District of Alaska, greeting:

Whereas a libel of information hath been filed in the District Court of the United States for the District of Alaska, on the 28th day of August, in the year 1886, by M. D. Ball, United States Attorney for the District aforesaid, on behalf of the United States of America, against the schooner "Onward," her tackle, apparel, boats, cargo and furniture, as forfeited to the use of the United States

(Exhibit No. 37).

for reasons and causes in said libel of information, and praying that the usual process and monition of the said Court in that behalf be made, and that all persons interested in said schooner "Onward," her tackle, apparel, boats, cargo and furniture may be cited in general and special to answer the premises and all proceedings being had, that the said schooner "Onward," her tackle, apparel, boats, cargo and furniture may for the causes in the said libel of information mentioned be condemned as forfeited to the use of the United States.

You are therefore hereby commanded to attach the schooner "Onward," her tackle, apparel, boats, cargo and furniture, to detain the same in your custody until the further order of the court respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel of information, that they be and appear before the said court to be held in and for the District of Alaska on the 4th day of October 1886, at 10 o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf. And what you shall have done in the premises do you then and there make return thereof together with this writ.

Witness the Honorable Lafayette Dawson, Judge of said Court, and the seal thereof affixed at the city of Sitka in the District of Alaska this 28th day of August, in the year of Our Lord, one thousand eight hundred and eighty-six, and of the Independence of the United States the one hundred and eleventh.

ANDREW T. LEWIS,
Clerk.

(Endorsed)—No. 49.—United States vs. Schooner "Onward."—Monition.—Returned and filed Oct. 4th, 1886.

40 ANDREW T. LEWIS,
Clerk.

RETURN OF MONITION.

Sitka, District of Alaska, ss.:

Be it remembered that, in obedience to the annexed monition, I have attached the within described property, and now hold the same in my possession subject to the order of this Honorable Court.

And I have given due notice to all persons claiming said property to be and appear before this District Court on the 4th day of October 1886, at ten o'clock A. M., if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to make their claims and allegations in that behalf;

And I have, as ordered by said Court, caused said notice to be published, in the "Alaskan" a newspaper published at Sitka in the said District, on the 4th day of September 1886, and in each issue of said newspaper subsequent thereto, until said 4th day of October 1886. Sitka, Alaska, 60 October 4, 1886.

BARTON ATKINS,
Marshal, District of Alaska.

(Exhibit No. 37).

And afterwards, to-wit, on the 6th day of September, 1886, the plaintiff filed an affidavit, which is in words and figures, following, to-wit:

In the United States District Court in and for the District of Alaska, United States of America.

The United States of America, {

vs.

10 The Schooner "Onward." }

United States of America, District of Alaska, ss.:

C. A. Abbey being duly sworn, deposes and says: That he is a and at all times herein mentioned was, a Captain in the United States Revenue Marine, and in command of the United States Revenue Cutter "Corwin."

That affiant and the following named officers and men of said "Corwin" are material and necessary witnesses for the United States in the above entitled action, to-wit:

20 J. W. Howison, Lieutenant, C. F. Winslow, Boatswain, Albert Leaf, Seaman, J. C. Cantwell, Lieutenant, J. H. Douglas, pilot, and J. N. Rhodes, Lieutenant.

That owing to a scarcity of provisions and fuel upon said cutter "Corwin" the said "Corwin" and deponent and said witnesses will be obliged to and are about to go to sea within five days, and out of the District in which the said case is to be tried and to a greater distance than one hundred miles from the place of trial of said action, before the time of said trial:

30 That there is urgent necessity for taking the depositions of affiant and said witnesses forthwith.

That Daniel Monroe was master and in possession of said Schooner "Onward" at the time of the seizure thereof.

Subscribed and sworn to before me this 6th day of September, 1886.

C. A. ABBEY.

Subscribed and sworn to before me this 6th day of September, 1886.

ANDREW T. LEWIS,

40

Clerk.

(Endorsed)—No 49.—United States *vs.* Schooner "Onward."—Affidavit of C. A. Abbey on motion to take testimony.—Filed Sept. 6, 1886.

ANDREW T. LEWIS,

Clerk.

And on the same date the following proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

50 In the Matter of the United States {

vs.

"Onward." }

In the above entitled action urgent necessity and good cause appearing therefor from the affidavits of C. A. Abbey. Now, on motion of M. D. Ball, United States District Attorney for Alaska, and counsel for the United States herein: It is ordered that the depositions of the witnesses C. A. Abbey, J. W. Howison, J. C. Cantwell,

60 J. M. Rhodes, J. H. Douglas, C. T. Winslow, Albert Leaf, be taken before the Clerk of the said District Court on Tuesday, the 7th day of September, 1886, at 7 o'clock P. M., or as soon thereafter as the matter can be reached at the office of the said Clerk at Stika, Alaska, and if not completed on said evening, then the taking of said deposi-

(Exhibit No- 37).

tions to be continued by said Clerk from time to time until completed, that notice of the time and place of taking said depositions be served by the Marshal of said District on Hans Outterman, James Blake, Daniel Munroe and C. E. Raynor, and upon W. Clark, Esq., Attorney at Law on or before September 7th at 12 m., and that such shall be due and sufficient and reasonable notice of the taking of said depositions.

Done in open Court this 6th day of September, 1886. Now at this time W. Clark, Esq., being present in Court waives service of notice.

And afterwards, to-wit, on the 7th day of September, 1886, the plaintiff filed notice of taking depositions and return, which is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska, United States of America.

The United States of America }
vs.

The Schooner ONWARD. }

To Daniel Monroe greeting: You are notified that by order of Lafayette Dawson, Judge of said District Court, the deposition of C. A. Abbey, J. H. Howison, C. F. Winslow, Albert Leaf, and J. O. Cantwell, J. H. Douglas and J. N. Rhodes will be taken before the Clerk of said District Court at his office in Sitka in said District on Tuesday, September 7, 1886, at 7 o'clock, P. M., or as soon thereafter as the matter can be reached, and if not completed on said evening, the taking of said depositions will be continued by said clerk from time to time until completed.

Dated September 7, 1886.

ANDREW T. LEWIS,
Clerk.

United States of America, District of Alaska, ss.:

This is to certify that on the 7th day of September, 1886, before 12 o'clock noon of that day, I served the annexed notice on the within named Daniel Monroe at Sitka, District of Alaska, by then and there personally delivering to said Daniel Monroe a copy of said notice; and then and there gave him the privilege of being present at the taking of said depositions.

Dated September 9, 1886.

BARTON ATKINS,
U. S. Marshal.

(Endorsed) No. 49.—United States vs. Schooner "Onward." Notice of taking depositions and return.

Returned and filed this 7th day of Sept. 1886.

ANDREW T. LEWIS,
Clerk.

In the United States District Court in and for the District of Alaska, United States of America.

The United States, }
vs. } No. 49.

The Schooner "Onward." }

Depositions of witnesses sworn and examined before me on the 7th day of September A. D. 1886 at 7 o'clock P. M. of said day, and on September 8th, 9th, 1886 thereafter, at the Clerk's office of said Court in Sitka, District of Alaska, United States of America, by virtue and in pursuance of the order of the said Court made and entered in the above entitled action on September 6th A. D. 1886,

(Exhibit No. 37).

directing that the testimony and depositions of said witnesses be taken before me at said first mentioned time and place and at such subsequent times as the taking of the same might be continued by me, in said action then and there pending in the said District Court between the United States as plaintiff and the Schooner "Onward" as defendant, on behalf of and at the instance of the said plaintiff, the United States, and upon notice of the time and place of taking said depositions, served upon Daniel Monroe, the Captain of said schooner and in possession thereof at time of seizure, and upon W. Clark Esq., his Attorney, the owners thereof being unknown and without the jurisdiction of this Court.

Captain C. A. ABBEY, being duly sworn, deposes and says:

Mr. Payson:

Q. State your name and occupation?
A. Captain C. A. Abbey, in the United States Revenue Marine Service; at present in command of the U. S. Revenue Steamer "Corwin" on special duty in Alaska waters for the protection of the Seal Islands, and of the Government interests generally.

Q. What were you doing and what occurred on the 2d day of August last, in the line of your duty?

A. Cruising in Behring Sea, about 115 miles southeast from St. George Island and in about latitude and longitude between four and five o'clock in the morning, when First Lieut. J. W. Howison reported to me that there was a schooner along aside of us which in answer to his hail, replied that she was taking fur seal here in Behring Sea.

I then directed him to seize her and place her in charge of C. T. Winslow, boatswain of the "Corwin," I having no commissioned officer to spare at that time. I then got a hawser to her and proceeded to Oonalashka Harbor, where I placed the vessel, cargo, tackle, furniture and appurtenances in charge of Deputy U. S. Marshal Isaac Anderson, of Oonalashka; the cargo of fur skins being stored in "Ketch" in one of the warehouses of the Alaska Commercial Company, and under seal.

The arms and ammunition I took aboard the "Corwin," and brought to Sitka and delivered them to the U. S. Marshal there, the said vessel, tackle, furniture and cargo are now in the custody of the United States Marshal of this District.

Q. Was this the vessel against which the libel of information is filed?

A. It is.

Q. Did this all occur within the waters of Alaska and within the jurisdiction of this Court?

A. It did.

Q. Did this occur within the waters of the sea navigable for vessels of ten (10) tons burden or over?

A. It did.

C. A. ABBEY.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

(Exhibit No. 37).

J. W. Howison, being duly sworn, deposes and says:
Mr. Payson:

Q. State your name, age and occupation?

A. J. W. Howison, am over 21 years of age, 1st Lieut. in the U. S. Revenue Marine, and executive officer on the U. S. Revenue Steamer "Corwin," and was such on the 2nd of August of this year.

10 Q. State what happened on Aug. 2nd, 1886, in the line of your duty?

A. Between 4 and 6 A. M. I spoke the Schooner "Onward," of Victoria, B. C., and asked if they were catching seal in Behring Sea, and they answered, yes. I reported the same to the Commanding officer of the "Corwin," who ordered the vessel seized. I lowered the boat with the boatswain, C. T. Winslow, and two men and a line, pulled to the schooner and put the boatswain and two men on board; told the Captain of the schooner, Daniel 20 Monroe, that I seized him for catching fur seal in Behring Sea. I ran a line from the "Onward" to the schooner "Carolena," already in tow, and returned to the "Corwin."

Q. State the place of this seizure as near as you can recollect.

A. The position is given as Lat. 55° North, and 167°-40' west longitude, that is about 110 or 115 miles to the south and east of St. George.

J. W. HOWISON.

30 Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,

Clerk of the U. S. Dist. Court.

Lieut. JOHN C. CANTWELL, being duly sworn, deposes and says:

Mr. Payson:

Q. State your name, occupation and age?

40 A. John C. Cantwell; 3d Lieut. U. S. Revenue Marine Service, at present on duty U. S. Revenue Steamer "Corwin," and over the age of twenty-one years, and was so during two years last past.

Q. Do you recognize this paper (Exhibit "O")?

A. I do. It is the official inventory made by me on or about 12th of August, 1886, of the furniture, tackle, appurtenances and cargo of the schooner "Onward."

This inventory was made in consequence of the seizure of the vessel and gives a true and complete list of the furniture, tackle, appurtenances and cargo of said schooner 50 with the exception of arms and ammunition.

This witness then signed his name on the back of this paper for the purpose of identification, and made the same a part of deposition.

ANDREW T. LEWIS,

Clerk.

"By Witness:" "The item 400 seal skins" in said inventory means fur seal skins.

JOHN C. CANTWELL,

3d Lt. U. S. R. M.

60 Subscribed and sworn to before me this 9th day of September, 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,

Clerk U. S. District Court.

(Exhibit No. 37).

JOHN M. RHODES, being duly sworn, deposes and says:
Mr. Payson:

Q. State your name, age and occupation.

A. John M. Rhodes. I am over the age of twenty-one years and a Lieut. in the U. S. Revenue Marine, and attached to the Revenue steamer "Corwin."

Q. Do you recognise this paper?

10 A. I do. This paper marked (Ex. "M") is the clearance paper of the schooner "Onward," Victoria, B. C. I found this paper on the said schooner at the time of her seizure and then and there took possession of it.

The witness has written his name on the back of said paper for the purpose of identification and makes same part of this deposition.

ANDREW T. LEWIS,

Clerk.

20 Q. What arms and ammnnition, if any, did you find aboard the schooner "Onward" at the time of her seizure?

A. 12 Guns.

1 Keg of powder partly filled.

1 Can powder.

$\frac{1}{2}$ Bag buck shot.

2 Small bags caps.

Q. What was done with these arms and ammunition?

A. They were brought to Sitka on the "Corwin" and turned over to the U. S. Marshal at Sitka and are now in his custody.

30 JOHN M. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,

Clerk U. S. District Court.

JOHN M. RHODES, being duly sworn, deposes and says:
Mr. Payson:

Q. State your name, age and occupation?

40 A. John M. Rhodes, Lieut. U. S. Revenue Marine; at present of the U. S. Revenue Steamer "Corwin," and over the age of 21 years.

Q. Was any other property seized upon the schooner "Onward," except what is included in the general inventory?

A. There was a box containing clothing and nautical instruments. The box was marked Daniel Monroe, Master of the schooner "Onward."

Q. What was done with this property?

50 A. I turned it over to the United States Marshal at Sitka, and it is now in his custody.

JOHN M. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,

Clerk U. S. District Court.

CHARLES T. WINSLOW, being duly sworn, deposes and
60 says:

Mr. Payson:

Q. State your name, age and occupation?

A. My name is Charles T. Winslow; 48 years of age; I am a boatswain on the Revenue Cutter "Corwin," and was so on August 2d, 1886.

(Exhibit No. 37).

Q. State what occurred on the last mentioned day?

A. At about 5 or 6 A. M. I was ordered by Lieut. Howison to go on board the schooner "Onward," which he had seized, and I did so.

Q. What did you see on board, if anything?

A. About amidships on deck I saw 20 or 30 dead fur seal that had not been skinned. Some of them were
10 bleeding. There were nine canoes on board with bloody water in them, and with spears and outfit suitable for seal killing. Capt. Monroe, of the "Onward" then told me he had caught 25 fur seal the day before the seizure and 125 the day before that. This was in answer to my statement that the "Carolena" had 75 seal in her boats.

CHARLES T. WINSLOW.

Subscribed and sworn to before me this 8th day of
September, A. D. 1886, after having been read over by me
to deponent.

20

ANDREW T. LEWIS,
Clerk U. S. District Court.

ALBERT LEAF, being duly sworn, deposes and says:

Mr. Payson:

Q. State your name, age and occupation.

A. Albert Leaf, over 21 years of age and a seaman, employed on the Revenue "Corwin," and was so on
the 2d day of August last.Q. What happened on the last named day in connection
30 with the schooner "Onward."

A. I was placed on board the schooner "Onward" by Lieut. Howison, when the vessel was seized. I saw dead fur seal with fresh blood on them on the forward deck, and fresh fur seal skins on deck, and there were salted fur seal skins in the hold. I saw nine canoes with blood in them and spears equipped for seal killing. All this was upon the schooner "Onward" at the time of her seizure.

ALBERT LEAF.

Subscribed and sworn to before me this 8th day of Sep-
40 tember, A. D. 1886, after having been read by me to deponent.ANDREW T. LEWIS,
Clerk U. S. District Court.In the United States District Court in and for the Dis-
trict of Alaska, United States of America.

The United States

vs.

No. 49.

50 The Schooner "Onward."

Whereas on the 8th day of September 1886 the said Dis-
trict Court duly made and entered in the Journal of said
Court an order directing that the testimony and deposi-
tions of the witnesses C. A. Abbey, J. W. Howison, J. C.
Cantwell, J. M. Rhodes, C. T. Winslow, and Albert Leaf
be taken before me, the Clerk of said Court, at the time, or
times and place, and upon such notice, as are specified in
said order.Now, therefore, This is to certify; that in pursuance of
60 said order on September 7th, 1886, at 7 o'clock P. M., each
and all of the above named witnesses appeared before me at
the clerk's office of said court at Sitka, District of Alaska,
United States of America; That M. D. Ball, Esq., Dis-
trict Attorney of said Court and District and W. H. Pay-
son, Esq. appeared then and there on behalf of and as at-

(Exhibit No. 37).

torneys and proctors for the United States, the libellant herein; and W. Clerk Esq. then and there appeared on behalf of and as attorney and proctor for the said schooner and her owners herein; and Daniel Monroe then and there appeared in pursuance of notice served upon him.

That I was unable to complete the taking of said depositions on said 7th day of September, 1886, and I continued the taking thereof on the 8th and 9th of September, 1886, and completed the same on said last named day. That the said parties by their said attorneys and proctors then and there appeared and were present on each of said last named days, and at all times during the taking of said depositions.

That each of said witnesses was then and there duly cautioned and sworn by me that the evidence he should give in said action should be the truth, the whole truth, and nothing but the truth, and thereafter each of said witnesses was then and there examined before me, and I then and there took down the statement and testimony of each of said witnesses, and reduced the same to writing in his presence, and then read the same over to him; and he then and there, after the same had been reduced to writing and read over to him, subscribed the same in my presence, and swore to the truth thereof.

That the foregoing depositions are the depositions of said witnesses then and there taken before me as aforesaid. That due notice of the taking of said depositions was given as required by said order.

Witness my hand and the seal of said District Court this 9th day of September, A. D. 1886.

ANDREW T. LEWIS,
Clerk of the United States
District Court in and for the
District of Alaska, United
States of America.

(Endorsed)—No. 49.—U. S. District Court.—Alaska.—The United States vs. The Schooner "Onward."—Depositions of witnesses for the United States.

INVENTORY OF PROPERTY on board Schr. "Onward" delivered into custody of U. S. Deputy Marshal Isaac Anderson, Ounolaska, Aug. 15, 1886.

(This inventory is printed separately above as Exhibit No. 32 (G. B.), Claim No. 3, and for that reason is omitted here.)

50 PORT OF VICTORIA, BRITISH COLUMBIA.

These are to Certify, to all Whom it doth Concern, that D. Munroe, Master of the Br. Sch. "Onward" burden 35.20 tons

navigated with 4 men
wood built and bound for Pacific Ocean and
Behring sea, having on board ballast,
for fishing and hunting voyage.

60 CLEARANCE.

Hath here entered and cleared his said vessel according to law.

Given under my hand and seal at the Custom House at the Port of Victoria, in the Province of British Columbia,

(Exhibit No. 37).

this 12th day of April one thousand eight hundred and eighty-six.

A. R. MIT,
Pro Collector.

Customs, Canada.

April 12, 1886.

Victoria, B. C.

10 Exhibit "M" A. T. L.

JOHN M. RHODES,

2nd Lieut. U. S. R. M.

THE UNITED STATES OF AMERICA.

District of Alaska, ss.:

I, A. T. Lewis, Clerk of the United States District Court for the District of Alaska, do hereby certify that the foregoing annexed papers are the exhibits referred to in the depositions of witnesses for the United States in the action of the United States *vs.* Schooner "Onward" pending in said Court, and which were used in evidence at the hearing of said action.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court at Sitka in said District this 22d day of September, 1886.

ANDREW T. LEWIS,
Clerk.

30 (Endorsed)—No. 49 United States *vs.* Schooner "Onward." Exhibits.

And afterwards, to-wit, on September 20, 1886, the defendant, Charles Spring, filed his demurrer to the libel of information herein, which is in words and figures following, to wit:

In the District Court of the United States for the District of Alaska.

United States
vs.
40 Charles Spring and Schooner "Onward." } Demurrer.

The demurrer of Charles Spring & Co., claimants of the property proceeded against in the above cause to the amended information, filed herein

1st.

The said claimants by protestation, not confessing all or any of the matters in the said amended information contained to be true, demurs thereto and says: That the said matters in manner and form as the same are in said information stated and set forth, are not sufficient in law for the United States to have and maintain their said action for the forfeiture of the property aforesaid.

2d.

The said claimants by protestation deny that this Court has jurisdiction to determine or try the question hereby put in issue.

3d.

And that said claimants are not bound by law to answer the same. Wherefore the said claimants, Charles Spring & Co. pray that the said information may be dismissed with costs.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

(Exhibit No. 37).

(Endorsed)—No. 49, In Admiralty.—In the United States District Court for the District of Alaska.—United States *vs.* Charles Spring & Co. and Schooner "Onward."—Demurrer.—Filed September 20th, 1886.—W. Clark & D. A. Dingley, Proctors for Claimants.—Andrew T. Lewis, Clerk.

¹⁰ And afterwards, to-wit, on September 20, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In the Matter of the United States) No. 49.

vs.

Schooner "Onward.") Motion for leave.

Now, at this time comes the plaintiff by its attorneys, Mr. M. D. Ball and Mr. Wm. H. Payson, and moves the
²⁰ Court for leave to file an amended libel in the above entitled cause, which is by the Court allowed.

In the Matter of the United States) No. 49.

vs.

Schooner "Onward.") Claim of owner.

Now, at this time comes Mr. Clark and Mr. D. A. Dingley, attorneys for defendant, and files claim of master for owner.

In the Matter of the United States) No. 49.

vs.

³⁰ Schooner "Onward.") Demurrer.

Now, at this time comes the parties above named by their respective attorneys, Mr. M. D. Ball and Mr. Wm. H. Payson, for plaintiff, and Mr. W. Clark and Mr. D. A. Dingley for defendant, and this cause coming on to be heard upon demurrer to libel herein, and the Court after hearing argument of counsel, and being fully advised in the premises, it is considered and ordered that the demurrer be and the same is hereby overruled.

⁴⁰ And afterwards, to-wit, on September 20th, 1886, the plaintiff presented and filed amended libel of information in said cause, which is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska, United States of America.

August Special Term, 1886.

To the Honorable Lafayette Dawson, Judge of said District Court:

⁵⁰ The amended libel of information of D. M. Ball, Attorney for the United States for the District of Alaska, who prosecutes on behalf of said United States, and being present here in Court in his own proper person, in the name and on behalf of the said United States, alleges and informs as follows, to-wit:

⁶⁰ That C. A. Abbey, an officer in the Revenue Marine Service of United States, in command of the United States Revenue Cutter "Corwin," and on special duty in the waters of the District of Alaska, heretofore, to-wit, on the 2d day of August, 1886, within the limits of Alaska Territory, and in the waters thereof, and within the civil and Judicial District of Alaska, to-wit: within the waters of that portion of Behring Sea belonging to the United States and said District, on waters navigable from the sea by vessels of ten or more tons burden, seized the schooner "Onward," her tackle, apparel, boats, cargo and

(Exhibit No. 37).

furniture, being the property of some person or persons unknown to said Attorney; the said property is more particularly described as follows, to wit:

- | | |
|--|---------------------------------|
| 1 Schooner "Onward," of | Rope. |
| Victoria, B. C. | Twine. |
| 9 Canoes. | Lamps. |
| Carpenters' tools. | Oil. |
| 10 Caulking Implements. | 3 Tons Salt. |
| 3 Anchors. | Casks and buckets. |
| Chronometer. | 400 Fur Seal Skins. |
| Clock. | Provisions. |
| Nautical instruments. | 12 Guns and amunition for same, |
| Sails. | |
| Running rigging. | |
| and all other property found upon or appurtenant to said schooner. | |

That said G. A. Abbey was then and there duly commissioned and authorized by the proper department of the United States to make said seizures.

That all of said property was then and there seized as forfeited to the United States for the following causes:

That said vessel and her Captain, officers and crew were then and there found engaged in killing fur seals, within the limits of Alaska territory, and in the waters thereof, in violation of Section 1956 of the Revised Statutes of the United States.

That all the said property, after being seized as aforesaid, was brought into the Port of Unalaska in said Territory, and delivered into the keeping of Isaac Anderson, a Deputy United States Marshal of this District, with the exception of the said arms and ammunition, which latter were brought into the Port of Sitka in said District, and turned over to the United States Marshal of this District, and all said property is now within the Judicial District of Alaska, United States of America.

And the said M. D. Ball, Attorney as aforesaid, further informs and alleges:

40 That on the 2d day of August, 1886, James Marketich, and certain other persons whose names are unknown to said United States Attorney, who were then and there engaged on board of the said schooner "Onward" as seamen and seal hunters, did, under the direction and by the authority of Daniel Monroe, then and there Master of said schooner, engage in killing and did kill, in the Territory and District of Alaska, and in the waters thereof, to-wit, 20 fur seals, in violation of Section 1956 of the Revised Statutes of the United States in such cases made and provided.

That the said 400 fur seal skins and other goods so seized on board of said schooner "Onward" constitute the cargo of said schooner, at the time of the killing of said fur seals, and at the time of said seizure.

And said attorney saith, that at all and singular the premises were and are true and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court, and that by reason thereof and by force of the statutes in such cases made and provided, the aforementioned schooner, being a vessel of over 20 tons burden, and her tackle, apparel, boats, cargo and furniture, became and are forfeited to the use of the United States.

Wherefore the said attorney prays, that the usual process and monition of this Honorable Court issue in this behalf against said schooner and all said hereinbefore de-

(Exhibit No. 37).

scribed property to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause on the return day of said process why said forfeiture should not be decreed, and that after due proceedings are had, all of said property be adjudged, decreed and condemned as forfeited to the use of the United States, and for such other relief as may be proper in the premises.

Dated September 20, 1886.

M. D. BALL,
United States District Attorney
for the District of Alaska.

(Endorsed)—No. 49.—U. S. District Court, Alaska.—
United States vs. The Schooner "Onward."—Amended
Libel of Information.—Filed September 20, 1886.

ANDREW T. LEWIS,
Clerk.

20 And on the same date, the defendant Charles Spring filed his answer herein, which is in words and figures following, to wit:

In the United States District Court for the District of Alaska.

United States	} Answer.
vs.	
Charles Spring & Co. and Schooner "Onward."	

30 The answer of Charles Spring & Co., claimants and owners of the said Schooner "Onward," her tackle, apparel, furniture and cargo as the same are set forth in the information filed herein in behalf of the United States.

Now comes Charles Spring & Co. claimants as aforesaid, and for answer to the said information against the said schooner "Onward," her tackle, apparel, and cargo as set forth in said information, says that the said Schooner "Onward," her tackle, apparel, furniture and cargo as set forth in the information mentioned did
40 not, nor did any part thereof become forfeited in manner aforesaid as in said information, in that behalf alleged, or at all.

Wherefore the said claimants pray that said information be dismissed with costs to these claimants attached.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

United States, District of Alaska, ss.:

Personally appeared before me, W. Clark, who being duly sworn upon his oath, says:

I am the duly authorized proctor for the claimants above named, that the foregoing answer is true as I verily believe.

That the reason this affidavit is made by me and not by claimants, is because said claimants are non residents, and are absent from the District of Alaska.

Subscribed and sworn to before me this day of
September, A. D. 1886.

Clerk of the U. S. District Court for Alaska.

60 (Endorsed)—No. 49.—In Admiralty.—In the United States District Court for the District of Alaska.—
United States vs. Charles Spring & Co., and Schooner
"Onward."—Answer of Claimants.—Filed September
20, 1886.—Andrew T. Lewis, Clerk.—W. Clark &
D. K. Dingley, Proctors for Claimants.

(Exhibit No. 37).

And afterwards, to-wit, on September 21st, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In the matter of the United States }
 vs. } No. 49.
 Schooner "Onward." } Exceptions to answer.

10 Now at this time comes the parties above named Mr. M. D. Ball and Mr. Wm. H. Payson, for the plaintiff, and Mr. W. Clark and D. A. Dingley, for the defendant, and plaintiff excepts to answers filed herein. It is considered that the answer is insufficient and defendant have leave to amend by 10 o'clock to-morrow morning.

And afterwards, to-wit, on September 22, 1886, the plaintiff filed exceptions to answer of defendant, which is
 20 in words and figures following to-wit:

United States District Court, District of Alaska, United States of America.

United States }
 vs. } No. 49.
 The Schooner "Onward." }

The said libellant hereby excepts to the sufficiency of the defendant's answer herein on the following grounds:

1st. Said answer is not properly or at all verified, as required by Rule 27 of the United States Admiralty rules.

30 2d. Said answer is not full, explicit or distinct to each or any allegations one of the libel herein, as required by said rule.

3d. Said answer does not deny or admit any of the allegations of fact in said libel, but merely denies a conclusion of law.

September 21, 1886.

M. D. BALL and W. H. PAYSON,
 Proctors for Libellant.

40 (Endorsed.)—No. 49.—U. S. District Court.—Alaska.—United States *vs.* Schooner "Onward."— Exceptions to answer.—Filed September 22, 1886.—Andrew T. Lewis, Clerk.

And on the same date the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

In the matter of the United States }
 vs. } No. 49.
 Schooner "Onward." }

50 Now at this day comes the parties Mr. M. D. Ball and Mr. Wm. H. Payson, proctors for plaintiff, and Mr. W. Clark, for defendant; on motion of proctors for libellant, it is ordered, that the depositions be opened and this cause coming on for hearing and trial of action, cause submitted for decision, ordered judgment of forfeiture as prayed for and decree be drawn by proctors for libellant.

60 And afterwards to-wit., on October 4, 1886, the following further proceedings were had and appear of record, in said cause, which are in words and figures following, to-wit:

(Exhibit No. 37).

In the United States District Court, in and for the
District of Alaska, United States of America.

United States
vs.
The Schooner "Onward." } No. 49.

The Marshal having returned on the monition issued to him in the above entitled action that in obedience thereto he has attached the said schooner "Onward," her tackle, apparel, boats, cargo and furniture, and has given due notice to all persons claiming the same to appear before this Court on this 4th day of October, 1886, at 10 o'clock A. M., at the District of Alaska, United States of America, then and there to appear and make their allegations in that behalf: And Daniel Monroe, the captain of said vessel, having heretofore filed a claim to all said property on behalf of Charles Spring & Co., of Victoria, B. C., the owners thereof, and no other persons having appeared, and no claims or allegations having been made or filed herein by any other person or persons, and the usual proclamation having been made, and said cause having been heard upon the pleadings and proofs. M. D. Ball Esq. and W. H. Payson, Esq., appearing as advocates for the said libellant, and W. Clark, Esq. as advocate for said claimants; and the cause having been submitted to the Court for decision and due deliberation being had in the premises:

It is now ordered, sentenced and decreed as follows:

1st. That all persons whatsoever other than said claimants be and they are hereby declared in contumacy and default:

2nd. That said schooner "Onward," her tackle, apparel, boats and furniture, and her cargo of 400 fur seal skins, and all other property found upon or appurtenant to said schooner, be and the same are hereby condemned as forfeited to the use of the United States.

3d. That, unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of the Court, the usual writ of venditioni exponas be issued to the Marshal commanding him to sell all the said property and bring the proceeds into this Court to be distributed according to law.

Costs to be taxed are awarded against said claimants.

Dated October 4th, 1886.

LAFAYETTE DAWSON,
District Judge.

Done in open Court this 4th day of October 1886 at
Sitka, District of Alaska, United States of America.

ANDREW T. LEWIS,
Clerk.

(Endorsed)—No. 49. U. S. District Court, Alaska.
United States vs. Schooner "Onward." Decree.
Filed Oct. 4th, 1886.

ANDREW T. LEWIS,
Clerk.

And on the same date, the defendant filed motion to set aside decree, which is in words and figures following, to-wit:

(Exhibit No. 37).

In the United States District Court for the District of Alaska.

United States	}	Motion to set aside decree.
<i>vs.</i>		
Charles Spring & Co. and the Schooner "Onward."		

10 Now comes W. Clark and D. A. Dingley, proctors intervening for and in behalf of the claimants herein, and moves the Court to set aside the decree rendered herein, for the reason that the evidence produced on behalf of the United States is wholly insufficient upon which to base said decree.

W. CLARK and D. A. DINGLEY,
Proctors for Claimants.

(Endorsed)—No. 49. In Admiralty. In the United States District Court for the District of Alaska. United States *vs.* Charles Spring & Co., and the Schooner "Onward." Motion to set aside Decree.

20 Filed October 4th, 1886.

ANDREW T. LEWIS,
Clerk.

W. CLARK and D. A. DINGLEY,
Proctors for claimants.

And on the same date, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In the Matter of the United States	}	No. 49.
<i>vs.</i>		
Schooner "Onward."		

Now at this time come the parties above named by their attorneys, M. D. Ball for the plaintiff and W. Clark for defendant, and move the Court to set aside decree. Whereupon it is ordered that said motion be overruled.

40 And on the same date the defendant filed notice of appeal, which is in words and figures following, to-wit:

In the United States District Court for the District of Alaska.

United States	}	Notice of Appeal.
<i>vs.</i>		
Charles Spring & Co. and the Schooner "Onward."		

50 Now come W. Clark and D. A. Dingley, proctors for and in behalf of the claimants herein, and notifies the Honorable Court that they hereby appeal from the decree rendered herein, to the Circuit Court having appellate jurisdiction over this District, and that said appeal is taken on questions of law and fact, and pray the Court for an order on its Clerk to prepare a complete transcript of the record herein as the law requires.

W. CLARK and D. A. DINGLEY,
Proctors for Claimants.

(Endorsed)—No. 49. In Admiralty. In the United States District Court for the District of Alaska. United States *vs.* Charles Spring & Co. and the Schooner "Onward." Notice of Appeal. Filed 4 Oct. 1886.

ANDREW T. LEWIS,
Clerk.

W. CLARK and D. A. DINGLEY,
Proctors for Claimants.

(Exhibit No. 37).

And afterwards, to-wit, on December 6th, 1887, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In District Court, United States, District of Alaska.

The United States
vs.
 10 The "Onward," The "Caro-
 lena," The "Thornton,"
 Their cargo, etc. }

Now come the libellant and moves the Court to grant an order for the sale of the arms and ammunition belonging to and taken with the above named vessel.

WHIT. M. GRANT,
 U. S. Attorney.

(Endorsed)—No. 49 The United States *vs.* the "Onward"
 20 *et al.* Motion. Filed December 6th, 1887.

H. E. HAYDEN,
 Clerk.

And afterwards, to-wit, on December 6th, 1887, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

Court convened at 10 o'clock A. M., pursuant to adjournment.

Present same as on last day.
 30 United States
vs.
 Schooner "Onward," "Caro-
 lena" and "Thornton." } No. 49, 51, 50.

Now comes Hon. W. M. Grant, U. S. District Attorney for libellant and moves the Court to grant an order for the sale of the arms and ammunition belonging to and taken with the above named vessels.

And afterwards, to-wit, on December 12th, 1887, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

The United States
vs.
 The Schooner "Onward," her cargo, etc. } No. 49.

It is ordered by the Court that the United States Marshal for the District of Alaska sell the 12 guns, 1 can of powder, 1 keg partly filled of powder, $\frac{1}{2}$ bag of shot, 2
 50 small bags of caps, seized and condemned by decree in the above entitled cause.

At Juneau in Alaska, after advertising the same as required by law, and that out of the proceeds of said sale he pay the costs and expenses of insuring, caring for, transportation and sale of said property, and that the balance of said proceeds be disposed of as required by law and report to this Court his doings in the premises.

(Endorsed) No. 49. In the U. S. District Court, Dist. of
 60 Alaska. United States *vs.* Schooner "Onward."
 Order for sale of Arms, Ammunition, etc. Filed December 12th, 1887.

H. E. HAYDEN,
 Clerk.

(Exhibits No. 37 G. B. and No. 5 U. S.)

And afterwards, to-wit, on January 10, 1888, the following further proceedings were had and appear of record in said cause, which in words and figures are following, to-wit:

In the matter of the sale of fire arms, seized on board the schooners Carolena, Thornton and Onward, and Ordered sold by this court in compliance with an order dated July 19, 1887.

It is hereby ordered by the Court that the net sum arising from the sale of firearms seized and condemned with the said schooners be paid to the Clerk of this Court by the Deputy U. S. Marshal.

United States Exhibit.

EXHIBIT No. 5 (U. S.) CLAIM NO. 3.

20 UNITED STATES OF AMERICA.
UNITED STATES CIRCUIT COURT.

CIRCUIT COURT, U. S. MASS. DIST. SS.
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME,
GREETING.

KNOW YE That at a Circuit Court of the United States, begun and holden at Boston, within and for the Massachusetts District, on the fifteenth day of October, in the year of our Lord one thousand eight hundred and eighty-two,

30 TO WIT: On the 1st day of December, A. D., 1882, ALEXANDER McLEAN, of Boston, in said district, Mariner, born at Sydney, Island of Cape Breton, Nova Scotia, having produced the evidence and taken the oath required by law, was admitted to become a citizen of the said United States according to the Acts of Congress in such case made and provided, all of which appears of record in said Court.

40 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Boston aforesaid, this 5th day of October, A. D. 1896, and in the one hundred and 21st year of the Independence of the United States of America.

[SEAL.]

BENJ. H. BRADLEE,
Deputy Clerk of the Circuit Court
of the United States for the District of Massachusetts.

(Exhibit No. 38).

Claim No. 2, "Thornton."**EXHIBIT No. 38 (G. B.), CLAIM No. 2.**

BE IT KNOWN THAT PITTMAN & EDWARDS, or as Agents, as well in their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may, or shall appertain, in part or in all, doth make assurance and cause themselves and them and every of them, to be insured, lost or not lost, at and from the space of twelve calendar months, commencing on the 4th November 1885 & ending on the 3rd November 1886, both days inclusive, in port & at sea, in docks & on ways, at all times in all places & on all services whatsoever & wheresoever. Including all risks incidental to steam navigation upon any kind of Goods and Merchandises, and also upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat and other Furniture, of and in the good Ship or Vessel called the "Thornton" steam schooner whereof is Master, under God for this present voyage, or whosoever else shall go for Master in the said Ship, or by whatsoever other Name or Names the same Ship, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship as above warranted free of capture seizure & detention, the consequences thereof or of any attempt thereat & from all consequences of hostilities piracy excepted, upon the said Ship, &c., and shall so continue and endure, during her abode there, upon the said Ship, &c.; and further, until the said Ship, with all her Ordnance, Tackle, Apparel, &c., and Goods and Merchandises whatsoever, shall be arrived at as above, with leave to tow & assist vessels in all situations & to be towed upon the said Ship, &c., until she hath moored at Anchor Twenty-fours Hours in good Safety, and upon the Goods and Merchandises until the same be there discharged and safely landed; and it shall be lawful for the said Ship, &c., in this Voyage to proceed and sail to and touch and stay at any Ports and Places whatsoever without being deemed a deviation from and without Prejudice to this Insurance. The said Ship, &c., Goods and Merchandises, &c., for so much as concerns the Assured, by Agreement between the Assured and Assurers in this Policy, are and shall be valued at as below

General Average payable as per Foreign Statement if required.

And it is further agreed, that if the ship hereby insured shall come into collision with any other ship or vessel, and the insured shall in consequence thereof become liable to pay, and shall pay, to the persons interested in such other ship or vessel, or in the freight thereof, or in the goods and effects on board thereof, any sum or sums of money not exceeding the value of the ship hereby assured, we will severally pay the assured such proportion of three-fourths of the sum so paid as our respective subscriptions hereto bear to the value of the ship hereby assured, or if the value hereby declared amounts to a larger sum, then to such declared value, and in cases where the liability of the ship has been contested with our consent in writing, we will also pay a like proportion of three-fourth parts of the costs thereby incurred, or paid, provided also, that this clause shall in no case extend to

(Exhibit No. 38).

any sum which the insured may become liable to pay or shall pay in respect of loss of life or personal injury to individuals for any cause whatsoever.

Touching the Adventures and Perils which we the Assurers are contented to bear and do take upon us in this Voyage, they are, of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality soever, Bartrary of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises and Ship, &c., or any part thereof; and in case of any Loss or Misfortune, it shall be lawful to the Assured, their Factors, Servants, and Assigns, to sue, labour, and travel for, in, and about the Defence, Safe-guard and Recovery of the said Goods and Merchandises and Ship, &c., or any Part thereof, without Prejudice to this Insurance; to the Charges whereof we, the Assurers, will contribute, each one according to the Rate and Quantity of his sum herein assured. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed by us, the Insurers, that this Writing or Policy of Assurance shall be of as much Force and Effect as the surest Writing or Policy of Assurance heretofore made in Lombard Street, or in the Royal Exchange, or elsewhere in London. And so we the Assurers are contented, and do hereby promise and bind ourselves, each one for his own Part, our Heirs, Executors, and Goods, to the Assured, their Executors, Administrators, and Assigns, for the true Performance of the Premises, confessing ourselves paid the Consideration due unto us for this Assurance by the Assured at and after the rate of eight Guineas per cent.

40 To return { $\left. \begin{array}{l} 1\frac{1}{2}\% \text{ for each uncommenced} \\ \text{month this policy may be cancelled} \\ 1\frac{1}{2}\% \text{ for every 30 consecutive} \\ \text{days the vessel may be laid up} \\ \text{in port.} \end{array} \right\} \& \text{ arrival}$

In witness whereof, we the Assurers have subscribed our Names and Sums assured in London 4th November 1885

N. B.—Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless general, or the Ship be 50 stranded; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from average under Five Pounds per Cent.; and all other Goods, also the Ship and Freight, are warranted free from Average under Three Pounds per Cent., unless general, or the Ship be stranded, sunk or on fire.

(In case of damage it is recommended that Notice be given to the nearest Lloyd's Agent.)

On Hull, Machinery &c. valued at £1,200

To pay only any loss or claim amounting to 10 per cent. 60 or upwards.

Collision Clause attached.

Warranted trading in British Columbia: with leave to seal

£600.

In the event of any deviation, or change of voyage, it is

(Exhibits Nos. 38, 39, 40 and 41).

hereby agreed to hold the Assured covered at a premium to be arranged, provided notice of such deviation be given to the Underwriters on receipt of advices.

Should the vessel hereby insured be at sea on the expiration of this policy it is agreed to hold her covered until arrival at port of destination at a premium to be arranged provided due notice be given on or before the expiration of this policy.

10 £50 W. H. Norton
£50 W. Lyon
£50 I. S. Warren
£40 G. B. Foster
£40 J. G. Inglis
£40 H. Harris
£40 H. Foster
£40 C. T. Parker
£50 H. C. Chesswright
20 £50 W. T. Miskin
£50 G. A. Trist
£50 G. W. Henderson
£50 G. F. Pitman

(Endorsed)—London 27 Oct. 1886 Cancelled this policy on & from 2nd August (risk having ceased through vessel having been seized by U. S. Government) & returned 3 periods of 1½ per cent per period.

£2 0 0%
less 10% dis. 4 0

30 1 16 0% net

Cr. Pitman & Edwards.
W. H. N.
G. B. F.
H. C. C.
G. W. H.
G. F. P.

EXHIBIT NO. 39 (G. B.), CLAIM NO. 2.

40 INSURANCE POLICY dated February 25, 1886, for £1,000 on Treasure, Cargo, etc., schooner "Thornton" for 4 months, by Pitman & Edwards.

This policy is similar in form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners on consent of counsel is not printed.

EXHIBIT NO. 40 (G. B.), CLAIM NO. 2.

50 INSURANCE POLICY dated March 1, 1886, for £600 on Hull, Machinery, etc., schooner "Thornton" for 12 months, by Pitman & Edwards.

This policy is similar in form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners on consent of counsel is not printed.

EXHIBIT NO. 41 (G. B.), CLAIM NO. 2.

60 INSURANCE POLICY dated June 28, 1886, for £1,000, on Treasure, Cargo, etc., schooner "Thornton" for 4 months, by Pitman & Edwards.

This policy is similar in form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners on consent of counsel is not printed.

(Exhibit Nos. 42 and 43).

EXHIBIT No. 42 (G. B.), CLAIM No. 2.**STATEMENT OF PREMIUMS PAID PER "THORNTON" SCHOONER.**

1885.					
Nov. 4.	To £400 Hull.....	8p. %	£30 8 0	£50 12 0	
1886.					
Feb. 25.	" " 1,000 Treasure.....	40 %	" 20 0 0	" 20 8 4	
10 Mch. 1.	" " 600 Hull.....	8p. %	" 50 8 0	" 50 12 0	
	1,000 Treasure.....	50 %	" 25 0 0	" 25 8 4	
			£145 16 0	£146 10 8	
	Brokerage.....		7 5 10		
	Allow 7½% disc't. for cash.....		138 10 2	10 7 9	
				£136 2 11	

By Return of Premium for cancelment, from 2 August, 1886.

1886.					
Dec. 15.	£600 Hull.....	29 %	£12 0 0		
20	" 600 ".....	4 13 4 %	" 28 0 0		
	" 1,000 Treasure.....	1 15 6 %	" 17 15 0		
			57 15 0		
	Deduct 7½% disc't. allowed.....		4 6 8		
				53 8 4	
				£82 4 7	

We certify that the above amount, viz., £82.4.7, was paid in account current.

Loyds, 1 December, 1896.

PITMAN & EDWARDS. [SEAL.]

30

EXHIBIT NO. 43 (G. B.), CLAIM NO. 2.

Certified transcript Record and Proceedings in United States District Court in Alaska in case of United States *vs.* Henry Norman.

The proceedings in this case were similar to those taken against Daniel Monroe, as shown in Exhibit No. 35 (G. B.) printed above, and by order of the Commissioners on consent of counsel are not printed in full excepting only the sentence of the Court which appears below.

And on August 31, 1886, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

In the matter of the United States
vs.
 Hans Guttormsen and Henry Norman } Nos. 84 and 86.

Now at this time this cause coming on to be heard with jury as upon yesterday, who being in Court are called and answer to their respective names, and being inquired of if they have found a verdict, reply that they have. Plaintiff now appearing by its attorney M. D. Ball U. S. District Attorney for Alaska, and defendants Hans Guttormsen and Henry Norman in person and by their attorneys W. Clark and D. A. Dingley the jury rendered the following verdict:

We the jury in the cause of the United States *vs.* Hans Guttormsen and Henry Norman, find as follows: 1st. That the defendants are guilty; 2d. That the Captain, Hans Guttormsen, pay a fine of five hundred dollars (\$500.00), and be imprisoned for the term of thirty days; 3rd. That the mate Henry Norman, pay a fine of three hundred dollars (\$300.00) and be imprisoned for a term of thirty days. So say we all. G. B. Johnson, Foreman.

(Exhibits Nos. 43, 44 and 45).

Sitka, Alaska, August 30, 1886, which said verdict is ordered filed. Defendants attorney move the Court to poll the jury, which being done and all answer separately that the verdict just rendered is their verdict, the jury are discharged from further consideration of the cause.

And defendants waiving further time to receive sentence, it is considered and ordered that Hans Guttormsen pay a fine of five hundred dollars (\$500.00) and be imprisoned for the term of thirty (30) days, it is further considered and ordered that Henry Norman pay a fine of three hundred dollars (\$300.00) and be imprisoned for a term of thirty (30) days.

EXHIBIT No. 44 (G. B.), CLAIM No. 2.

Certified transcript, Record and Proceedings in United States District Court in Alaska in case of United States vs. Hans Guttormsen.

The proceedings in this case were similar to those taken against Henry Norman contained in Exhibit No. 43 (G. B.), and by order of the Commissioners on consent of counsel are not printed.

EXHIBIT No. 45 (G. B.), CLAIM No. 2

Copy of Record and Proceedings in United States District Court in Alaska in case of United States vs. "Thornton."

The proceedings in this case were similar to those taken against schooner "Onward" contained in Exhibit No. 37 (G. B.), printed above and by order of the Commissioners on consent of counsel the following portions only of this exhibit are printed.

In the District Court of the United States for the District of Alaska, in Admiralty.

Pleas and proceedings began and had in the District Court of the United States for the District of Alaska.

The United States

vs.

The Schooner "Thornton," her Tackle, Apparel, Boats, Cargo and Furniture.

No. 50.

Be it remembered: That at a stated term, to-wit, the May term, 1886, of the District Court of the United States, for the District of Alaska, began and held at Sitka in said District on Monday the day of May, 1886, and adjourned from time to time until August 28, 1886, when M. D. Ball, Esq., U. S. Attorney for the District of Alaska, presented and filed, the libel of information in said cause, which is in words and figures following, to-wit:

In the District Court of the United States for the District of Alaska.

August Special Term 1886.

To the Honorable Lafayette Dawson, Judge of said District Court.

The libel of information of M. D. Ball, Attorney for the United States for the District of Alaska, who prosecutes on behalf of the said United States against the schooner Thornton, her tackle, apparel, boats, cargo and furni-

(Exhibit No. 45).

ture, and against all persons intervening for their interest therein, in a cause of forfeiture, alleges and informs as follows:

That Charles A. Abbey, an officer in the Revenue Marine Service of the United States and on special duty in the waters of the District of Alaska, heretofore, to-wit, on the first day of August, 1886, within the limits of Alaska Territory and in the waters thereof, and within the civil and judicial District, to-wit, within the waters of that portion of Behring Sea belonging to said District, on waters navigable from the sea by vessels of ten or more tons burden, seized the ship or vessel commonly called a schooner, the Thornton, her tackle, apparel, boats, cargo and furniture, being the property of some person or persons to the said Attorney unknown, as forfeited to the United States for the following causes:

That the said vessel or schooner was found engaged in killing fur seal within the limits of Alaska Territory, and in the waters thereof, in violation of Section nineteen hundred and fifty-six of the Revised Statutes of the United States.

And the said Attorney saith that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of this Court; and that by reason thereof, and by force of the Statutes of the United States in such cases made and provided, the aforementioned schooner or vessel, being a vessel of over twenty tons burden, her tackle, apparel, boats, cargo and furniture, became and are forfeited to the use of the United States, and that said schooner is now within the District aforesaid.

Wherefore, the said Attorney prays that the usual process and monition of this Honorable Court issue in this behalf, and that all persons interested in the beforementioned and described schooner or vessel may be cited in general and special to answer the premises, and all due proceedings being had, that the said schooner or vessel, her tackle, apparel, boats, cargo and furniture, may for the cause aforesaid, and others appearing, to be condemned by the definite sentence of this Honorable Court, as forfeited to the use of the said United States, according to the form of the Statute of the said United States in such cases made and provided.

M. D. BAILL,
U. S. Dist. Attorney for Alaska.

(Endorsed)—No. 50. United States vs. Schooner "Thornton." Libel of Information. Filed this 28th day of August, 1886.

ANDREW T. LEWIS,
Clerk.

DEPOSITIONS OF WITNESSES EXAMINED SEPTEMBER 7, 1886.

Captain C. A. ABBEY, being duly sworn, deposes and says:

Mr. Payson:

Q. State your name and occupation?

A. Captain C. A. Abbey, in the United States Revenue Marine service, at present in command of the U. S. Revenue steamer "Corwin," on special duty in Alaska waters, for the protection of the Seal Islands, and of the Government interest in Alaska generally.

(Exhibit No. 45).

Q. What were you doing and what occurred on the first day of August last in the line of your duty?

A. I was cruising in Behring Sea, about 70 miles south southeast from St. George Island, in about.....latitude and.....Longitude. I found the four boats of the British steam schooner "Thornton," of Victoria, B. C., engaged in killing fur seal. Each boat had in her
10 from three to eight freshly killed seal, arms and ammunition, rowers and hunters, who stated that they belonged to said schooner "Thornton." and were engaged in taking or killing fur seal. Some of them, if not all, were seen shooting at the fur seal which were swimming in their neighborhood. On this evidence I caused the vessel to be seized by Lieut. Cantwell; took her in tow and proceeded with her to Oonalaska, where I placed the vessel, cargo, tackle, furniture and appurtenances in charge of Deputy United States Marshal Isaac Anderson, of Oonalaska.
20 The cargo of fur seal being stored in "Ketch" in one of the warehouses of the Alaska Commercial Company, and under seal. One boat of the "Thornton" was sent to Sitka by the schooner "San Diego," and placed in the custody of the United States Marshal at Sitka. All of this property is now in the custody of the United States Marshal at Sitka, including her arms and ammunition, which I brought to Sitka on the "Corwin."

Q. Was this the vessel against which this libel of information was filed?

30 A. It is.

Q. Did this all occur within the waters of Alaska, and the Territory of Alaska, and within the jurisdiction of this Court?

A. It did.

Q. Did this occur within the waters of the sea navigable for vessels of ten (10) tons burden or over?

A. It did.

C. A. ABBEY.

Subscribed and sworn to before me this 9th day of September, 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. District Court.

Lieut. JOHN C. CANTWELL being duly sworn depose and says:

Mr. Payson:

Q. State your name occupation and age.

A. John C. Cantwell 3rd Lieut. U. S. Revenue Marine
50 Service, at present on duty U. S. Revenue Steamer "Corwin" and over the age of twenty-one years.

Q. Were you so on the 1st day of August last?

A. I was.

Q. State what occurred on that day in the line of your duty.

A. I saw a small boat on our port bow, we came up to her, and found she had about eight fur seal aboard. The men in the boat were armed with breech loading rifles. In answer to the commanding officer the men admitted they
60 were killing fur seal. Shortly after we picked up a second boat, and then sighted the schooner "Thornton." There were dead seal in the second boat. I did not examine the other boats. I was sent on board the schooner, saw Hans Gutforsen apparently acting as Captain, and Henry Morman as mate. I asked them what they were

(Exhibit No. 45).

doing, the Captain replied, catching seals. I signaled this to Captain Abbey, who directed me to seize her, which I did, and the "Corwin" took the schooner in tow. The fur seal in the boats were bleeding and must have been killed within a few hours.

Q. How many men were on board the "Thornton" at the time of seizure?

10 A. About fifteen.

Q. Was this a reasonable number for ordinary purposes of commerce and navigation?

A. It was an unusually large number for the size of the vessel.

Q. Do you recognize this paper marked (Ex. "N")?

A. I do. It is the official inventory made by me of the furniture, tackle and cargo of the schooner "Thornton," the item 403 seal skins mentioned in the inventory are fur seal skins. This inventory gives a full and correct list of
20 all the furniture, tackle and cargo of said vessel, with the exception of the following arms and ammunition, octant, and one chronometer.

This witness then signed his name on the back of this paper, for the purpose of identification, and made the same a part of deposition.

ANDREW T. LEWIS,

Clerk.

By Witness: There is one boat belonging to the "Thornton" that was sent down on the "San Diego" and
30 included on the inventory of the "San Diego." The "Thornton" had four boats.

JOHN C. CANTWELL,

3rd Lt. U. S. R. M.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,

Clerk U. S. District Court.

40 JOHN M. RHODES, being duly sworn, deposes and says:
Mr. Payson:

Q. State your name, age and occupation.

A. John M. Rhodes, over twenty-one years of age, and a Lieut. in the U. S. Revenue Marine and attached to the Revenue steamer "Corwin," and was so on August 1st, 1886.

Q. State what happened on the last named day in connection with the schooner "Thornton."

50 A. I was on the "Corwin" at the time the "Thornton" was seized on that day. We first picked up a boat bearing the name "Thornton." It had about eight dead fur seal in it. The men in the boat had breechloading rifles. We afterwards picked up another boat, and then sighted the schooner "Thornton," and went on board, and was put in charge of her. We afterwards picked up two more boats. The men in the boats claimed that the boats belonged to the "Thornton," and were put on board her. There were between fifteen or twenty dead fur seal on
60 deck and one hair seal. These seal were, the most of them, bleeding, and evidently recently killed. The Captain and several of the hunters said they had killed twenty-one, I think it was fur seals that day, and would have got more if they had had more day light, and if the cutter had not come up.

(Exhibit No. 45).

Q. Do you recognize these papers?

A. I do. This paper marked (Ex. "G.") is the clearance paper of the schooner "Thornton." This paper marked (Ex. "H.") is her bill of health. I found these papers on the schooner "Thornton" at the time of seizure and then took possession of them.

10 The witness then signed his name to these papers for the purpose of identification and made the same a part of the deposition.

ANDREW T. LEWIS.

Q. What was the list of arms and amunition found aboard the schooner "Thornton" at the time of seizure?

A. 4 Rifles.

6 Shot guns.

867 " Cartridges.

420 Rifle

108 lbs. Powder.

20 2 Bags bullets.

11 Bags buck shot.

5 bxs. wads.

3½ " primers.

Q. What became of these arms and ammunition?

A. They were delivered to the U. S. Marshal at Sitka, and are now in his custody.

JOHN M. RHODES,

Lieut. U. S. R. M.

30 Subscribed and sworn to before me this 8th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk of the U. S. Dist. Court.

JOHN M. RHODES, being duly sworn deposes and says:
Mr. Payson:

Q. State your name, age and occupation?

40 A. John M. Rhodes Lieut. U. S. Revenue Marine, at present on duty on the U. S. Revenue Steamer "Corwin" and over the age of twenty-one years.

Q. State what nautical instruments, if any, were seized on the schooner "Thornton" except such as are included in the general inventory?

A. 1 Chronometer, No. 1374, made by Kessels.

1 Octant.

Q. What has become of this property?

50 A. I turned it over to the U. S. Marshal at Sitka, and it is now in his custody.

JOHN M. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. District Court.

(Exhibit No. 45).

INVENTORY OF PROPERTY on board the British Steam
Schooner "Thornton." Delivered into the custody
of the U. S. Dept. Marshal Isaac Anderson, Ounalaska,
Alaska, August 15th, 1886.

	1 Schooner (the Thornton) of Victoria, B. C.	
	3 Anchors.....	Fair
10	3 Axes.....	"
	1 Auger.....	"
	1 Brace and bit.....	"
	3 Boats, fishing, with sails and gear.....	"
	1 Broom, corn.....	"
	4 Buckets.....	"
	1 Bell, ships.....	Good
	1 Bottom, hand.....	"
	1 Barometer.....	"
	1 Binnacle, light.....	Fair
20	2 Blocks, double.....	"
	2 " single.....	"
	8 Casks, water.....	"
	1 Chisle, cold.....	Good
	1 " wood.....	"
	3 Compasses, boat.....	Fair
	2 " large.....	"
	1 Clock.....	"
	2 Cables, chain, $\frac{1}{2}$ " and $\frac{3}{4}$ in.....	"
	5 Tons coal.....	Good
30	3 Charts.....	Fair
	10 Yds. canvas.....	Good
	1 Calking iron.....	"
	1 Coffee pot.....	Fair
	2 Files.....	"
	1 Flag, Br.....	"
	1 Fog horn.....	"
	4 Fishing lines.....	"
	2 oil.....	Fair
	2 Fire tools.....	Good
40	1 Grind stone.....	"
	1 Globe, lamp.....	"
	2 glasses.....	"
	2 Hatchets.....	"
	1 Hammer.....	"
	50 Ft. hose, fine rubber 3in.....	"
	3 Jugs, water.....	"
	1 Kettle, iron.....	"
	3 Knife Sheaths.....	"
	2 Lamps, swinging.....	Fair
50	1 Lamp, deck.....	"
	2 Lead pigs.....	Good
	2 Lanterns, side.....	"
	1 Longline and 2 glasses.....	"
	1 Lead line and tow (7lb.).....	"
	1 Life buoy and line.....	"
	120 Fathoms manilla line.....	"
	1 Mallet, sewing.....	Fair
	3 Pounds nails asst.....	Good
	3 Gals. fish oil.....	"
60	7 " coal.....	"
	20 Oars (10ft.).....	"
	1 Plane.....	Fair
	12 Paddles.....	"
	1 Palm, sewing.....	Fair
	1 Pump, bilge.....	Poor

(Exhibit No. 45).

1	Pitcher, water.....	Good
4	Ft. packing rubber for cylinder.....	"
12	Row Locks.....	"
20	Sacks Salt, 400 lbs. each	"
1	Saw	"
2	Stoves	Fair
1	Square, carpenter's	"
10	Spike, marlin.....	"
1	Slop bucket	"
3	Shirts, calico.....	"
1	Shirt, Woolen	"
1	Scraper.....	"
1	Screw Driver.....	"
2	Shovels	"
1	Screw Lamp	"
1	Starting bow	"
40	3 Seal skins.....	"
20	3 " " pup.....	"
1	Seal skin hair	"

SAIL AND RUNNING RIGGING.

3	Main sails with one set of gear complete....	
2	Fore sails with one set of gear complete.....	
1	Jib with one set of gear complete	
1	Flying jib with one set of gear complete.....	
4	Boat	Fair
3	Tanks, iron.....	Good
1	Tackle watch.....	"
30	1 Tarpan line	"
1	Wrench, monkey.....	"
2	Wrenches, ordinary	"

PROVISIONS.

5	Boxes bread.....	
40	5 lbs. Flour.....	
100	" Lard	

Received from Capt. C. A. Abbey, Commanding the
U. S. Rev. Str. "Corwin," the above-mentioned property,
40 which I will hold until it is demanded by legal authority.

I. ANDERSON,
Deputy U. S. Marshal.

Ounalaska, Alaska, August 14th, 1886.

Exhibit "N"

John C. Cantwell.

A. T. L.

And afterwards to-wit, on September 20th, 1886, the
defendant, J. D. Warren, filed his demurrer to the libel
50 of information herein, which is in words and figures fol-
lowing, to-wit:

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA.

DISTRICT OF ALASKA, }
UNITED STATES, }

vs.

} Demurrer.

J. D. WARREN and the
Schooner "THORNTON." }

60 The demurrer of J. D. Warren claimant of the property
proceeded against in the above cause, to the information
filed herein.

1ST.

The said claimant by protestation, not confessing all or
any of the matters in the said amended information con-

(Exhibit No. 45).

tained to be true, demurs thereto and says: That the said matters in manner and form, as the same are in the information stated and set forth, are not sufficient in law for the United States to have and maintain their said action for the forfeiture of the property aforesaid.

2ND.

The said claimant by protestation denies that this Court has jurisdiction to determine or try the question hereby put in issue.

3RD.

And that the said claimant is not bound in law to answer the same. Wherefore claimant prays that said information may be dismissed with costs.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

(Endorsed)—No. 50 In Admiralty. In the United States District Court for the District of Alaska. United States vs. J. D. Warren and the Schooner "Thornton." Demurrer. Filed Sept. 20, 1886.

ANDREW T. LEWIS,
Clerk.

W. CLARK & D. A. DINGLEY,
Proctors for claimant.

And on the same date, the defendant J. D. Warren filed his answer herein, which is in words and figures following, to wit:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA.

UNITED STATES

vs.

J. D. WARREN and the Schooner
"THORNTON."

Answer of Claimant.

The answer of J. D. Warren, owner and claimant of the said schooner "Thornton," her tackle, apparel, furniture and cargo, as the same are set forth in the information filed herein in behalf of the United States.

And now comes J. D. Warren, claimant as aforesaid, and for answer to the said information against the said schooner "Thornton," her tackle, apparel, furniture and cargo set forth in said information, say that the said schooner "Thornton," her tackle, apparel, furniture and cargo as set forth in the information mentioned, did not, nor did any part thereof become forfeited in manner and form, as in said information in that behalf alleged, or at all. Wherefore the said claimant prays that said information be dismissed with costs to this claimant attached.

W. CLARK and D. A. DINGLEY,
Proctors for Claimant.

UNITED STATES, }
District of Alaska, } ss.:

Personally appeared before me W. Clark, who being first duly sworn, on oath says: I am the duly authorized proctor for the above named claimant, that the foregoing answer is true, as I verily believe. That the reason this affidavit is made by me and not by said claimant is that said claimant is a non-resident and absent from the District of Alaska.

Sworn and subscribed to before me this day of
September, 1886.

Clerk of the U. S. Dist. Court for the
District of Alaska.

(Exhibit No. 45).

(Endorsed.) No. 50. In Admiralty. In the U. S. Dist. Court for the District of Alaska. United States vs. J. D. Warren and the schooner "Thornton." Answer. Filed Sept. 20, 1886.

ANDREW T. LEWIS,
Clerk.

W. CLARK and D. A. DINGLEY,
Proctors for Claimant.

And afterwards to wit, on October 24, 1886, the following further proceedings were had, and appear of record, in said cause, which are in words and figures following, to-wit:

In the matter of the United States }
vs. } No.
Schooner "Thornton."

20 The Marshal having returned on the monition issued to him in the above entitled action that in obedience thereto he has attached the said schooner "Thornton" her tackle, apparel, boats, cargo and furniture, and has given due notice to all persons claiming the same to appear before this Court on the 4th day of October, 1886, at 10 o'clock A. M. at the District of Alaska, United States of America, then and there to interpose their claims and make their allegations in that behalf; and Hans Guttormsen, the captain of said vessel, having heretofore filed a claim to all of said property on behalf of J. D. Warren of Victoria,
30 B. C., the owner thereof, and no other persons having appeared, and no claims or allegations having been made or filed herein by any other person or persons; and the usual proclamation having been made, and said cause having been heard upon the pleadings and proofs, M. D. Ball, Esq., and Wm. H. Payson, Esq., appearing as advocates for said libellants, and W. Clark as advocate for said claimant, and said cause having been submitted to the Court for decision, and due deliberation having been
40 had in the premises, it is now ordered, sentenced and decreed as follows:

1st. That all persons whatsoever other than said claimant be and they are hereby declared in contumacy and in default.

2nd. That said schooner "Thornton," her tackle, apparel, boats and furniture, and cargo of four hundred and three (403) fur seal skins, and all other property found upon and appertinent to said schooner be, and the same are hereby condemned as forfeited to the use of the
50 United States.

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of the Court, the usual writ of *venditioni exponas* be issued to the Marshal commanding him to sell all the said property and bring the proceeds into this Court to be disbursed according to law.

Cost to be taxed, are awarded against said claimant.

Dated October 4, 1886.

LAFAYETTE DAWSON,
District Judge.

And on the same date the defendant filed motion to set aside decree, which is in words and figures following, to wit:

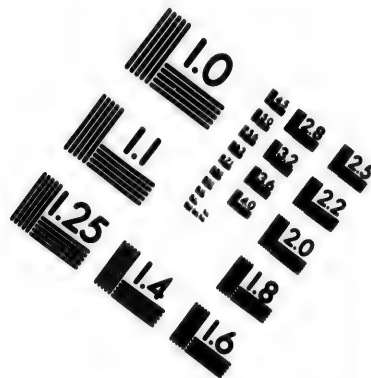
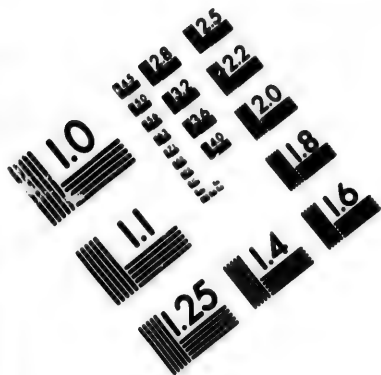
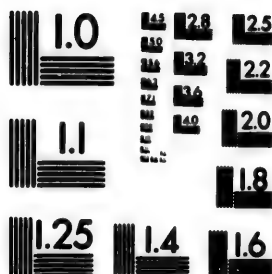


IMAGE EVALUATION TEST TARGET (MT-3)



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(Exhibit No. 45).

In the United States District Court for the District of
Alaska.

United States <i>vs.</i> J. D. Warren, and the Schooner "Thornton."	}	Motion to set aside Decree.
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Now comes W. Clark and D. A. Dingley, proctors in-
10tervening for and in behalf of the claimant herein, and
moves the Court to set aside the decree rendered herein,
for the reason that the evidence produced on behalf of the
United States is wholly insufficient upon which to base said
decree.

W. CLARK and D. A. DINGLEY,
Proctors for Claimant.

(Endorsed)—No. 50. In Admiralty. In the United States
District Court for the District of Alaska. United
20 States *vs.* J. D. Warren, and the schooner "Thorn-
ton." Motion to set aside decree. Filed October 4th,
1886.

ANDREW T. LEWIS,
Clerk.

W. CLARK and D. A. DINGLEY,
Proctors for Claimant.

And on the same date the following further proceedings
were had and appear of record in said cause, which are in
30 words and figures following, to wit:

In the matter of the United States <i>vs.</i> Schooner "Thornton."	}	No. 50.
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Now, at this time came the parties named above by
their attorneys, M. D. Ball, for plaintiff, and W. Clark,
for defendant, and move the Court to set aside decree.

Whereupon it is ordered that said motion be overruled.

And on the same date the defendant filed notice of ap-
40peal, which is in words and figures following, to wit:
In the United States District Court for the District of
Alaska:

United States <i>vs.</i> J. D. Warren and Schooner "Thornton."	}	Notice of Ap- peal.
--	---	------------------------

And now comes W. Clark and D. A. Dingley, Proctors
for and in behalf of the claimant, and notifies this Honor-
able Court that they hereby appeal from the Decree ren-
dered herein to the Circuit Court having appellate juris-
50diction over this District, and that said appeal is taken on
questions of law and fact, and prays the Court for an
order on its Clerk to prepare a complete transcript of the
record herein, as the law requires.

W. CLARK and D. A. DINGLEY,
Proctors for claimant.

(Endorsed)—No. 50 In Admiralty. In the United States
District Court in and for the District of Alaska.
United States *vs.* J. D. Warren, and the Schooner
60 "Thornton." Filed October 4th, 1886.

ANDREW T. LEWIS,
Clerk.

W. CLARK and D. A. DINGLEY,
Proctors for Claimant.

(Exhibits Nos. 46 and 47).

EXHIBIT NO. 46 (G. B.). CLAIM NO. 2.

LETTER dated at Sitka, September 4, 1886, from Hans Guttormsen to J. D. Warren.

This letter is printed in full at page 949 of the Record herein.

EXHIBIT NO. 47 (G. B.). CLAIM NO. 2.

LOG BOOK of schooner "Thornton" from May 26 to September 10, 1886 (previously marked No. 16 for identification).

By order of the Commissioners on consent of counsel only the following extracts from this exhibit are printed:

EXTRACTS FROM LOG OF "THORNTON."

COPY OF AGREEMENT made the 25th of May, 1886, between J. D. Warren, of the first part, on behalf of the Schooner "Thornton," now ready to proceed on a fishing and hunting voyage, and several undersigned parties of the second part.

In consideration of the sum of one dollar each paid to the other we and all agree as follows:

FIRST, I, J. D. Warren agree to equip the said Schooner "Thornton" with provisions, salt, ammunition, guns, rifles, and all such necessities for the voyage, and send the said vessel to the North West Coast and the Behring Seas, or where the Master may think best for the purpose of fishing and hunting.

SECOND PART, We each of us of the second part, agree to proceed on the said Schooner "Thornton," and will obey the Master's orders, and in the capacity and for the stated sum as set against our respective names.

The voyage to end on the return of the said Schooner "Thornton" to Victoria, or some other Port in B. C., the dangers of the Sea and navigation excepted.

Hunter. One Dollar and fifty cents for each fur seal delivered in good order by me to Schr. "Thornton."	Neil Morisen.
Hunter. \$1.50 for each fur seal delivered in good order by me to Schr. "Thornton."	G. W. Cleveland.
Hunter. \$1.50 for each fur seal delivered in good order by me to Schr. "Thornton."	George W. Johnson.
Hunter. \$1.50 for each fur seal delivered in good order by me to Schooner "Thornton."	Fred. Wilber.
Boat-pullers. Fifty cents for each fur seal delivered in good order to the Schooner "Thornton," from the Hunter of the boat that I may be working in at the time that they were got.	Sam. Lawless. John Douggan. John Dallas. Jack Douglas. Wm. Cleveland.

J. D. WARRAN,

On behalf of the Schooner "Thornton."

Witness:

M. N. SAREAULT.

(Exhibit No. 47).

EXTRACTS FROM LOG OF "THORNTON."

May 26, 1886.

At Clayoquot—Strong S. E. and rain.
12 men on board, fitted up for a hunting voyage, with 4
boats and 14 men. Bar, not to depend on.

May 27, 1886.

At Clayoquot—Strong S. E. and rain.
10 At 3 P. M. left Clayoquot—Wind moderating. At 7
arrived in Ahouset.

May 28, 1886.

Light breezes from W. S. E. and clear weather.
The Compass is found to have 16 Westling Deviation
for West Course, and decreases in proportion to 0 for
North and 6 for South.

At 11 left Ahouset. At 11.30 got one Indian on board
as Boat-puller, belonging to Hosquot.

P. M. Obs: Long: 126-7. All sails set.

May 29, 1886.

Calm and clear weather. At 8, the Boats left the vessel.
Light S. W. and clear. At 3, the boats returned on
board with 3 seals. Set course for Tlesquart—for to get 2
Indians as Boat-pullers.

At 7 arrived at Tlesquort.—Did not drop the anchors,
but headed her at once for Nutka Sound—as the Indians
would not go with us.

May 30, 1886.

Fresh breezes and clear. At 10 arrived in Trundle Cove.
30 P. M. Schr. "Sayward" arrived.

May 31, 1886.

Fresh Westerly breezes and clear.
Got one Indian on board—(total men on board, 14).
At 9 left Trundle Cove. All well on board.
P. M. Light and clear. All sails set.

June 1, 1886.

Freshening a little.
Lat: 49-2 N; Long: 128-11 W. Fog and light breezes.
P. M. Very light breezes with fog. At 2 tacked ship.

June 2, 1886.

Do. Do. Clear weather. Tacked ship.
Do. Do. At 8.30 Obs: Long: W. 128-41.
The boats left the Schooner. At 12, Sun's Alt: 63°-47'-30".
P. M. The boats returned with 2 seals.
Fresh breezes. Thick weather.

June 3, 1886.

Cleared up.
Obs: Lat. N: 47-59; Long. W: 130-38. Sun's Alt. 64°-4'.
P. M. Light and clear weather.
50 Very light. Tacked Ship. Bar. falling.

June 4, 1886.

Fresh with rain thick. Lat. N: 48-22; Long. W: 131-50.
P. M. Clear.

June 5, 1886.

Obs: Lat. N: 48-23; Long. W: 132-26.
Very light and cloudy. Sun's Alt: 54°-2'.
P. M. Fresh breezes and rain thick. Passed a Bark
steering about E. N. E. Squally.

June 6, 1886.

60 Squally. Obs: Lat. N: 49-11; Long. W: 133-55.
Sun's Alt: 63°-20'.
P. M. Variable and squally.

June 7, 1886.

Lat. N: 50.24; Long. W: 134.38.
Sun's Alt: 62°-18', (not to depend on).

(Exhibit No. 47).

P. M. Light breezes with showers. Tacked Ship.

June 8, 1886.

Obs. Lat. N: 50-4; Long. W: 135-54.

Tacked Ship. Sun's Alt: 62°-38' in S.

P. M. Very light and variable. Cloudy weather.

June 9, 1886.

Very light. Variable and cloudy. Tacked Ship. Sun's
10 Alt: 61°-55'.

Obs. Lat. N: 50-52; Long. W: 136-4.

P. M. Tacked Ship. Very light air with cloudy weather.

2 boats out looking for seals. At 4, Obs: Long. 136-8 W.

June 10, 1886.

Calm. Lat. N: 50-56; Long. 136-25. Sun's Alt: 62°-5'.

P. M. Light breezes. Clear weather. Rain thick.

June 11, 1886.

Thick fog. W. S. W. Deviation 12° W.

Lat. N. 50-35; Long. 138-42.

20 P. M. " " " " " "
June 12, 1886.

Fine breezes and thick weather.

W. S. W. Deviation 12° Westerly.

Lat. N. 50-31; Long. W. 141-18.

P. M. Cleared up little. Westerly Sea coming up.

June 13, 1886.

Light breezes and heavy sea from W.

Lat. N. 50-28; Long. W. 142-40.

Clear weather. Sun's Alt. 62°-4'.

30 P. M. Very light and calm. Glass falling and the Sea
going down. Cloudy.

June 14, 1886.

Light air and cloudy. Freshening little.

Fresh breezes with rain and thick weather.

Lat. N. 50-27; Long. W. 145-56.

June 15, 1886.

Lat. N. 50-14; Long. W. 146-21.

P. M. Light air with thick weather.

June 16, 1886.

40 Variable and thick fog. Lat. N. 50-3; Long. W. 147-32.
P. M. Fresh breezes with thick weather.

June 17, 1886.

Cleared up little. Glass falling fast.

Lat. N. 51-17; Long. W. 148-6.

Heavy Sea coming up from the Westward.

P. M. Strong breezes, heavy Sea.

1.30 tacked Ship—Reef in the Main Sail.

At 4, 2 reef in the Main Sail and one reef in Foresail
and Jib—put her round for Starboard Tack, heavy Sea.

50 At 10, Main Mast had carried away and the Main Rigger
came down by run. All hands to work for to save the
Mast from going over-board, and put her for double Reefer
foresail.

June 18, 1886.

Blow hard in squalls. Heavy rolling. All hands at
work with the Rigging.

Moderating little. Cleared up little at Noon.

Sun's Alt.: 63°-13'. Lat. N., 50-56; Long. W. 148-5.

P. M. Blowing strong with thick weather—heavy Sea.

60 Dangerous rolling.

June 19, 1886.

Lat. 49-39; Long. 147-50.

Cleared up little between the squalls.

P. M. Moderating. Heavy Sea.

(Exhibit No. 47).

June 20, 1886.

The Sea decreasing a little.
 All hands at work with the Rigging, and steered right
 for the wind with reefed Jib. Lat. N: 49-19; Long. 147-54.
 P. M. Got the Rigging fixed so sails could be set again.
 All sails set. Still hope to come to Behring Sea in good
 time.

June 21, 1886.

10 Light air and cloudy weather.
 Lat. N: 49-22; Long. W: 149-21. Sun's Alt: 64°-21'.
 P. M. Fresh breezes.

June 22, 1886.

The wind dying away and the weather clearing up.
 At 6 the Stay carried away. Got it fixed again immediately.

Obs.—Lat. N: 48-10; Long. W: 151-6. Sun's Alt: 65°-5'.
 P. M. Calm. Cloudy.

June 23, 1886.

20 Fine breezes coming up. Rain thick and fog.
 Got one seal. Lat. N: 48-28; Long. W: 150-41.
 P. M. Very light air, with thick weather.

June 24, 1886.

Very light air. Weather clearing.
 Lat. 49-1; Long. 151-30. Sun's Alt. 64°-21'.
 P. M. Light breezes. Foggy weather.

June 25, 1886.

30 Very light air. Thick weather and fog.
 Lat. 49-37; Long. 152-40.
 P. M. Cleared up. Freshening little. Fog.

June 26, 1886.

Fine breezes with thick fog.
 Lat. N: 50-16; Long. W: 154-16.
 P. M. Fresh breezes with thick fog.

June 27, 1886.

Fresh breezes with thick fog. Lat. 51-8; Long. 156-34.
 P. M. At 1 Obs.—Lat. 51-29 North.
 Sea from S. W.

June 28, 1886.

40 Sea from S. W. Fresh breezes with thick fog.
 Clearing little. Lat. N: 52-24; Long. W: 158-57.
 Sun's Alt. 60°-34' in South. Deviation 13 W.
 P. M. 3.40 Obs.—Long. W: 160-54. Light breezes.
 Cloudy.

June 29, 1886.

Very light air. Clear weather.
 Lat. 52-54; Long. 160-3. Sun's Alt: 59-56.
 Deviation 12-30 W.

50 P. M. Light breezes. Thick weather.

June 30, 1886.

Light breezes. Thick weather. Clearing little.
 Lat. N: 53-37; Long. W: 161-41. Sun's Alt: 59-21.
 Deviation 13 W.
 P. M. Light breezes and thick weather. Fog.

July 1, 1886.

Light breezes. Thick weather. At 4 o'clock 45. (Black Sand).

60 Fog. Lat. N: 54-2; Long. 163-7. At 10 o'clock 49.
 (One Schooner in sight E. N. E.) Deviation 14 W.
 P. M. At 1 o'clock 40.
 Calm and thick fog. At 6, land in sight (Tigalda Island, in North.) 5 or 7 miles off.
 Lowered boat and went on board the Steamer "Dolphin."
 ("Dolphin" 107 seals).

(Exhibit No. 47).

July 2, 1886.

Calm and fog.

At 6, Cleared up. Steered through Unimack Pass with Sail and Steam also in tow of the Schooner "Dolphin."

Light air and clear. Lat. 54-15; Long. 164-40.

P. M. Schooner "Grace" in sight, about 15 miles E. S. E., off Unimack Pass.

10 In company with Schooner "Alfred Adams" in Unimack Pass.

At 5 P. M., Schooner "Dolphin" left us. At 6 P. M. bearing from land, Lat. 54-25; Long. 165-0.

Steering for fresh water place bearings off C. Saritlew. Fresh N. N. E. and cloudy.

July 3, 1886.

At 6 A. M. anchored in Ft. water. Lat. 54-35; Long. 164-36, and filled up water.

At 7, Schooner "Grace" arrived and anchored.

20 At 9, left the anchorage—Steam and sail—very light air.

High tide ebbing. (At 11, the Tide supposed to turn). P. M. (Steam and sail). Very light air and thick weather.

(The stopped). Fresh breezes. Light breezes.

July 4, 1886.

Fine breezes and cloudy weather. The boats left the vessel. Lat. N: 55-22; Long. W: 166-11.

P. M. Light breezes and cloudy weather.

30 The Boats returned with 3 seals.

July 5, 1886.

Fresh breezes and cloudy.

The boats left the vessel. Lat. N: 55-46; Long. W: 167-28. Fog. 2 boats returned. Clearing little. Sun's Alt: 56-35. (The current must set to the north.)

P. M. (All the boats out.) Plenty of seals but not in sleep.

Fog and rain. (The boats returned with no seals.) Tacked ship. Fresh breezes.

40 *July 6, 1886.*

Light breezes and clearing up. Tacked ship. The boats left the vessel. Lat. 56-0; Long. W: 167-53. (Many seals asleep in sight from the vessel.) Sun's Alt: 56-29.

P. M. Calm and clear. Seen over 40 seals sound asleep from the schooner.

Cloudy. Light breezes. (Boats returned with 44 seals.)

July 7, 1886.

Tacked ship. Light breezes. Cloudy weather. The boats left the schooner. Lat. N: 56-6; Long. W: 168-17.

50 P. M. Light breezes and cloudy weather. Tacked Ship. The boats returned with 42 seals.

July 8, 1886.

Light breezes and cloudy weather. The boats left the vessel. Tacked ship.

Lat. 55-44; Long. 168-45. Sun's Alt: 56-31.

P. M. Calm and clear. At 3 o'clock Obs. Long. 168-5.

The boats returned with 47 seals.

July 9, 1886.

Calm and cloudy. Fresh breezes. Strong breezes. 60 Lat. N: 55-57; Long. W: 168-43.

P. M. Strong breezes and rain. Tacked ship.

July 10, 1886.

Fresh breezes and rain. Tacked ship. Lat. N: 55-43; Long. W: 169-10. The wind calming down.

P. M. At 1, the boats left the vessel. Fresh breezes

(Exhibit No. 47).

and heavy sea for boats. The current must set strong to the eastward. The boats returned with 1 seal. Tacked ship. Obs. Long. 168-6. Tacked ship.

July 11, 1886.

Light breezes and foggy. Tacked ship.

The boats left the vessel. Tacked ship. Lat. 55-57; Long. 169-1.

10 P. M. Very light breezes and foggy.

At 3, Obs. Long. 168-7. The boats returned with 12 seals.

July 12, 1886.

Light breezes and clearing up. The boats left the vessel.

Lat. N: 56-11; Long. W: 169-9. Sun's Alt: 55-44.

P. M. Light breezes and cloudy weather.

The boats returned with 16 seals.

July 13, 1886.

Light breezes and foggy. Lat. N: 55-36; Long. W: 170-8.

20 The boats left the vessel.

P. M. Clearing up. The boats returned with 34 seals.

July 14, 1886.

Light breezes and rain thick. Clearing little.

The boats left the vessel. Thick fog and light breezes.

Lat. 55-21; Long. 170-45.

P. M. Light breezes and thick fog.

All sails down. Firing and illumination for the boats as have not arrived.

July 15, 1886.

30 The boats returned with 7 seals. Clearing up little.

Light breezes and foggy. Lat. 55-29; Long. 170-49.

Clearing. Sun's Alt: 55-26.

P. M. Fresh breezes and fog. Tacked ship.

Mainsail and Jib fast. Strong breezes and rain thick.

July 16, 1886.

Light breezes and thick weather.

Tacked ship. All sails set. The boats lowered.

Lat. N: 56-5; Long W: 170-57. Obs. Lat. at 11.32, 56-3.

P. M. Light breezes and fog. Boats returned with 8 seals.

July 17, 1886.

Fresh breezes and foggy. Sun's Alt: 54-40.

Lat. 56-23; Long. 171-6.

P. M. The boats left the Schooner. Light breezes and clearing weather. At 4 P. M., Obs: Long. 169-25 -and by bearing from St. George Island, the Chronometer found to be corrected. (St. George Island in N. N.W. West Pt.)

The boats returned with no seals at all.

July 18, 1886.

50 (The current set strong to the S. W.)

The boats left the vessel. Light breezes and cloudy.

Obs. Lat. 56-7; Long. 169-58. Sun's Alt: 54-37.

P. M. The boats returned with 9 seals. Fresh breezes & cloudy.

July 19, 1886.

(Put her for Port Tack). Strong breezes and rain thick.

Flying Jib fast. At 2 o'clock the Fore Stay carried away. Put her under single reef Foresail, and got the Stay set up as soon as possible. Heavy Sea coming up and the Glass falling. Lat. 56-14; Long. 168-41.

July 20, 1886.

The wind dying out. A Schooner in sight W. N. W.

The boats left the vessel. Calm and thick weather.

Lat. 56-31; Long. 169-5.

(Exhibit No. 47).

P. M. At 1 o'clock clearing up and by bearings from St. George Island, Lat. 56-30; Long. 169-0.
Fresh breezes and cloudy weather.

July 21, 1886.

Light breezes and clearing weather.

Schooner "Onward" in sight. Calm. The boats left the vessel. Lat. 56-6; Long. 169-6.

10 P. M. In company with Schooner "Onward" (360 seals.)

Very light air and clear weather. The boats returned with 19 seals.

July 22, 1886.

Light breezes and clear weather. The boats left the vessel. Lat. N: 55-46; Long. W: 168-49. Sun's Alt: 54-14.

P. M. Very light air, clear weather. The boats returned with 8 seals.

July 23, 1886.

20 Light air. Cloudy. Glass falling.

The boats left the vessel. Fresh breezes and rain.

(A Schooner in sight, S. S. E.) Lat. 55-52; Long. 168-25.

P. M. The boats returned with 1 seal.

Fresh breezes with rain and fog. 2 Schooners in sight.

July 24, 1886.

Light breezes and thick weather. A Schooner in sight in North. Lat. N: 55-50; Long. W: 168-4.

Clearing up. Sun's Alt: 53-56.

30 P. M. A Schooner in sight in West. The boats left the vessel. Light breezes and cloudy.

(The boats returned with 1 hair seal.)

July 25, 1886.

Light air with rain thick. Lat. N: 55-38; Long. W: 168-39.

P. M. Strong breezes, rain and heavy Sea. A Steam Boat in sight about West.

July 26, 1886.

Strong breezes with rain and fog.

Lat. N: 55-20; Long. W: 168-39. Sun's Alt: 53-47.

40 Clearing up.

P. M. The boats left the vessel. The boats returned with 5 seals. Fresh breezes, fog and rain.

July 27, 1886.

Fresh breezes and cloudy.

Lat. 54-59; Long. 168-28. Obs. Long. 168-30 (Turned round).

Obs: Lat. at 11.40, 55-10.

P. M. Fresh breezes and thick weather. Turned round.

July 28, 1886.

50 Fresh breezes and cloudy. Spoke Schooner "Carolena" (491 seal). Lat. 55-22; Long. 168-1.

P. M. The boats left the vessel. Light breezes and cloudy weather. The boats returned with 2 seal.

In company with Schooner "Carolena."

July 29, 1886.

Calm and cloudy. At 5 o'clock the boats left the vessel.

Lat. 55-14; Long. 168-17. Sun's Alt: 52-56.

P. M. At 7, the boats returned with 54 seals.

60 In company with Schooner "Carolena," she got 78 seals to-day.

July 30, 1886.

Calm and cloudy. The boats left the vessel at 7 o'clock. Obs: Lat. N: 55-36; Long. W: 168-17. Sun's Alt: 55-34.

P. M. The boats returned with 31 seals.

(Exhibit No. 47).

July 31, 1886.

Light air and cloudy. Tacked ship.

Lat. 55-35; Long. 168-8. The boats left the vessel.

At 11.15, Obs: Lat. 55-39.

P. M. Light air, hazy weather. The boats returned with 3 seals.

August 1, 1886.

- 10 The boats left the vessel. Lat: 55-38. Long: 168-20.
In company with a schooner supposed (found) to be the
"Dolphin" ("Carolena"). Calm and clear.
The boats returned with 33 seals. At 6 P. M., the Cutter
"Corwin" placed an Officer on board and took arms
and ammunition, took us in tow. Ordered the flag down.
At 8 stopped and took the schooner "Carolena" in tow.

August 2, 1886.

- Moderate breezes, cloudy weather.
20 At 6 took the Schooner "Onward" in tow.
Obs: Lat: 54-30. Long. 167-18.
P. M. Thick fog.
At 4.45 made land in sight, hauled to the N. E.-ward
(n. eastward).
At 8.40 brought us to anchor in 11 Fthms. water, inside
of P Samganoudo (on Unalaska) (called Port Tlioluk).
Put a Watchman on board from the Cutter—took cargo
of all the boats—(brought all the boats in shore from the
Schooner). (Likewise with Schooners "Carolena" and
30 "Onward").

August 3, 1886.

To anchor in Port Tlioluk. Cloudy weather and light air.
At 9 A. M. an Officer from the Cutter came on board
and took the Ship's Papers. Lat: 53.52 N. Long: 166.32 W.
P. M. One Watchman on board from the Cutter.

August 4, 1886.

- Fresh breezes and fog.
An Officer from the Cutter returned one boat—gave
four of the crew liberty, at the time, to go ashore from 8
40 A. M. to 6 P. M. each day.
P. M. Steamer "Dora" from San Francisco arrived in
Port. Lat: 53-52. Long: 166-32.

August 5, 1886.

Fine weather. Still lying in Tlioluk Harbor.
One Watchman on board from Cutter.
P. M. Steamer "St. Paul" arrived in Port.

August 6, 1886.

Fine weather. Still located in Port Tlioluk.

August 7, 1886, Cont'd.

- 50 Original of protest entered to the Senior Officer on board
the U. S. Revenue Cutter "Corwin."
I, H. Guttormsen, Master of Br. Schooner "Thornton,"
do hereby declare that I do not know wherein I have
violated the Laws of the U. S. or other nations, in
taking seals beyond the usual limit of three (3) marine
leagues from shore within Behring Sea, and I therefore
enter this my solemn protest against the action of the
U. S. Authorities in seizing the vessel under my com-
mand, together with the Sealskins composing the cargo.
60 H. GUTTORMSEN,
Master of Br. Schr. "Thornton."

Duplicate of this is in with and signed by
Daniel Monroe, Master of Br. Schooner "Onward."
DR. TO SCHR. "THORNTON."

(Exhibit No. 47).

Credit to the Crew of Schr. "Thornton," August 7th, 1886. (Sent as prisoners to San Francisco.)

Neil Morison,	Hunter	.....	\$169 00	
George W. Johnson,	"	.....	104 00	
Fred Wilber,	"	.....	95 25	
Jack Douglas,	Boat-puller	...	64 00	
John Douggan,	"	"	41 00	
10 John Dallass,	"	"	27 00	
Wm. Cleveland,	"	"	45 50	
Sam Lawless,	"	"	14 75	
Tly Fang,	Cook	.....	91 25	
George W. Cleveland,	Hunter	.....	146 25	Including his bill from Sch. "Anna Beck."

August 8, 1886.

- 20 Fine weather and light breezes.—Lying in Port Tholuk.
Nothing remarkable done.
One Watchman on board from Cutter.

August 9, 1886.

- Fine weather.
Crew from the Cutter came on board and dried the sails.

August 10, 1886.

- An Officer from the Cutter came on board and took some provisions, as follows: On the Inventory List
P. M.

August 11, 1886.

- 30 An Officer from the Cutter came on board and took the 2 Indians, Antony and Tuquat, and sent to Sitka in Schooner "San Diego," together with the crew of "San Diego" and the crew from Schr. "Onward."
Taken one of the Schr. "Thornton's" boats and brought on board in Schr. "San Diego."
("San Diego" left for Sitka at 9 A. M.)
P. M. One Watchman on board.

August 12, 1886.

- U. S. Authority (Stripped Schr. "Carolena.")
40 Order to get our grub on board the Cutter.

August 13, 1886.

- Stripped the Schr. "Thornton," and left without a Watchman on board.

August 14, 1886.

- In Ounalaska, stripped and no Watchman on board.
H. Guttormsen and Harry Norman on board the "Corwin."

(Hans Guttormsen and Harry Norman.)

- | | | | | |
|----|------------|-------------------------------|-------|------------------------------------|
| 50 | August 15. | On board the "Corwin." | ---- | } No permission
to go in shore. |
| | " 16. | " " " " | ---- | |
| | " 17. | " " " " | ---- | |
| | " 18. | " "Corwin" left Ounalaska | ---- | |
| | | " "Corwin" in Billcoffski and | ---- | |
| | | Nicolopski. | ----- | |
| | " 19. | Called at Unga | ----- | |
| | " 20. | At Sea. | ----- | |
| | " 21. | Called at Codiak | ----- | |
| | " 22. | At Sea. | ----- | |
| | " 23. | " " | ----- | |
| 60 | " 24. | At 5 P. M. arrived at Sitka. | ---- | |

August 25, 1886.

- Taken in shore and brought up before the Court, under complaint to have violated the Laws of U. S., in sealing fur seals within the limits of Alaska Territory.

- P. M. Made agreement with Mr. W. Clark, Attorney and Counselor at Law and Notary Public in Sitka, Alaska

(Exhibit No. 47).

Tr., to act as Counselor in my case, for the sum of (\$500.00) Dollars, and to-day given an Order on the American Capt., J. D. Warren, for \$500.00.

August 26, 1886.

Before the Court. My Attorney, Mr. Clark, demanded a Jury and to have trial on Monday, 29 of August.

August 27, 1886.

10 Under \$500.00 bond on our

As I could not give the bond, got them put under the U. S. Marshal's responsibility.

(James Ogilvie got lost.)

August 28, 1886.

" 29, " Before U. S. District Court.

" 30, " Jury trial.

" 31, " Verdict brought before the Judge as follows: Guilty.—H. Guttormsen, fine of \$500.00 and given 30 days imprisonment.

20

Harry Norman, fine \$300.00, and given 30 days imprisonment.

September 1, 1886, H. Guttormsen & Harry Norman in jail.

" 2, " Sent letter to Capt. J. D. Warren.

" 3, " In jail, 7.30 A. M. Breakfast; 4.30 P. M. Dinner.

30 " 4, " " " " " " "

" 5, " " " " " " "

" 6, " " " " " " "

" 7, " " " " " " "

" 8, " " " " " " "

" 9, " " " " " " "

" 10, " " " " " " "

" 11, " " " " " " "

" 12, " " " " " " "

" 13, " " " " " " "

" 14, " " " " " " "

40 " 15, " " " " " " "

" 16, " " " " " " "

" 17, " " " " " " "

September 18, 1886, In jail.

" 19, 1886, " "

" 20, " " "

" 21, " " "

" 22, " " "

" 23, " " "

" 24, " " "

50 " 25, " " "

" 26, " " "

" 27, " " "

" 28, " " "

" 29, " " "

" 30, " " "

" 31, " " "

Left Sitka in the "Idaho."

On the way to Victoria.

October 1, 1886, " " " " " "

" 2, " " " " " "

" 3, " " " " " "

60 " 4, " " " " " "

" 5, " " " " " "

" 6, " " " " " "

" 7, " " " " " "

" 8, " " " " " "

" 9, " " " " " "

" 10, " " " " " "

Arrived in Victoria alive.

(Exhibit No. 48.)

EXHIBIT No. 48 (G. B.), CLAIM No. 2.**TRANSCRIPT OF REGISTER FOR TRANSMISSION TO
CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. 64183	Name of Ship. "Thornton."	No. Date and Port of Registry. 3/1871 Victoria.		
No., Date and Port of Previous Registry (if any). No. 102. 29th July, 1844. Victoria, V. I.					
	Whether British or Foreign built.	Whether a sailing or Steam Ship; and if a Steam Ship, how propelled.	Where built.	When built.	Name and address of builders.
20	Foreign.	Sailing.	Dungeness, W. T.	In 1861.	Unknown.
	Number of Decks..... One.	Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post.....		Feet.	Tenths.
	" " Mast..... One.	Main breadth to outside of plank.....		81	1
	Rigged..... Sloop.	Depth in hold from tonnage deck to ceiling at midships.....		19	2
	Stern..... Squares.	Depth in hold from upper deck to ceiling at midships, in the case of three decks and upwards.....		8	1
	Build..... Carvel.	Length of engine room, if any.....			
	Galleries..... None.				
	Head..... Scroll.				
30	Framework..... Wood.				

PARTICULARS OF TONNAGE.

	Gross Tonnage.	No. of Tons.	Deductions allowed.	No. of Tons.
	Under Tonnage Deck.....	29.86	On account of space required for propelling power.....	
	Closed in spaces above the Tonnage Deck, if any.....		On account of spaces occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew. These spaces are the following, viz.:-	
40	Space or spaces between decks			
	Poop.....			
	Forecastle.....			
	Round House.....			
	Other closed in spaces, if any, as follows:			
	Gross Tonnage.....			
	Deductions, as per Contra.....			
	Registered Tonnage.....	29.86	Total deductions.....	

50 Name of Master, George Brown of Victoria.

Names, Residence and Description of the Owners, and Number of Sixty-four Shares held by each:
JAMES DOUGLAS WARREN,
of Victoria, Trader.
Sixty-four (64) Shares.

60 Dated at Victoria, the 14th day of June, 1871.
Registrar W. HAMLEY.

(Exhibit No- 48.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

Number of Transactions.	Name of Person from whom Title is derived.	Number of shares affected.	Date of Registry.	Nature and Date of Transaction.	Name of Transferee, Mortgagee, or other Person acquiring Title or Power.
10					
1	James Douglas Warren.	64	December 1st, 1888, at 12 noon.	Mortgage dated 1st December, 1888, for the sum of \$4,000 with interest @ 7% per annum.	Joseph Boscowitz of Brighton, Sussex, England. Gentleman.
20					
2	James Douglas Warren.	64	March 11th, 1884, @ 1:45 P. M.	Bill of Sale dated March 10th, 1884.	Henry John Hartnell of Victoria, B. C. Trader.
3	Henry John Hartnell.	64	February 5th, 1885, @ 11:15 A. M.	Bill of Sale dated February 4th, 1885.	James Douglas Warren, B. C. Merchant.
30					
1	James Douglas Warren.	64	December 1st, 1885, @ 12 noon.	Mortgage A. dated December 1st, 1885, for the sum of \$4,000 (Four thousand dollars) with interest @ 7% per annum.	Joseph Boscowitz of Brighton, Sussex, England. Gentleman.
(This transaction follows the new Registry of Dec. 15, 1885, upon the addition of auxiliary steam power printed below.)					

TRANSCRIPT OF REGISTER FOR TRANSPORTATION TO CHIEF REGISTRAR OF SHIPPING.

(The description of the vessel is the same as given in the Transcript of Registry printed above, except that under the heading "Whether a Sailing or Steam Ship, etc.," the description is "Steam Screw" instead of "Sailing," and the length of engine room is given as 7 ft. 5 in. By consent of counsel this portion of the transcript is omitted and only the following portion printed.)

PARTICULARS OF ENGINES (IF ANY).

No. of Engines.	Description.	Whether British or Foreign made.	When made.	Name and address of makers.	Diam. of Cylinders.	Length of stroke.	No. of Horses' power (combined).
One.	High Pressure Condensing.	British.	1880	Thomas Gowan, Victoria, B. C.	6½ in.	12 in.	1.21

Exhibits No. 49 G. B. and No. 6 U. S.)

PARTICULARS OF TONNAGE.

Gross tonnage.	No. of Tons.	Deductions allowed.	No. of Tons.
Under Tonnage Deck	29.87	On account of space required for propelling power.....	10.49
Closed-in spaces above the tonnage deck, if any.....		On account of space occupied by Seaman or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew.....	
Space or spaces between decks.....		These spaces are the following, viz.:	
10 Foreop.....			
Forecastle.....			
Round House.....			
Other closed-in spaces, if any, as follows:			
Cabin cover.....	3.22		
Gross tonnage.....	32.79		
Deductions as per Contra.....	10.49		
Registered tonnage.....	22.30	Total deductions.....	10.49
Names, Residence, and Description of the Owners, and Number of Sixty-four Shares held by each:		Registered anew in consequence of alteration in the vessel from sailing to Steamer, under the 84 and 85 M. S. A. 1884.	
20 JAMES DOUGLAS WARREN, of Victoria, B. C., Merchant Sixty-four Shares.			

Dated 15 December, 1885.

Registrar W. HAMLEY.

30

EXHIBIT No. 49 (G. B.), CLAIM No. 2.

Certificate of Survey. Schooner "Thornton," dated October 22, 1885, signed W. Walker, Surveyor.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

40

United States Exhibit.**EXHIBIT No. 6 (U. S.), CLAIM No. 2.**

Copy of Agreement dated February —, 1886, between John Griffiths and Joseph Boscowitz, previously marked No. 19 for Identification and printed at page 1087 of the Record. By order of the Commissioners, on consent of counsel, this exhibit is not printed again.

(Exhibit No. 50).

Claim No. 3 "Onward"—(Continued).**EXHIBIT No. 50 (G. B.), CLAIM No. 3****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

Official Number of Ship. 73681.	Name of Ship. "Onward."	No., Date and Port of Registry. No. 7. 1878. Victoria, B. C.		
Whether British or Foreign built.	Whether a Sailing or Steam Ship; and if a Steam Ship, how propelled.	Where Built.	When Built.	Name and Address of Builders.
Foreign.	Sailing.	California City, California, United States.	1871.	Unknown.

Number of Decks One.	Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post.	Feet.	Tenths.
Number of Masts Two.	Main breadth to outside of plank.	56	8
Rigged Schooner.	Depth in hold from tonnage deck to ceiling at midships.	20	0
Stern Elleptic.	Depth in hold from upper deck to ceiling at midships, in the case of three decks and upwards.	4	8
Build Carvel.	Length of engine room, if any.		
Galleries None.			
Head Billet.			
Framework Wood.			

PARTICULARS OF TONNAGE.

Gross Tonnage.	No. of Tons.	Deductions allowed.	No. of Tons.
Under Tonnage Deck.	81.86	On account of space required for propelling power.	
Closed in spaces above the Tonnage Deck, if any.		On account of spaces occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew.	
Space or spaces between decks.	8.94	These spaces are the following, viz.:	
Poop.			
Forecastle.			
Round House.			
Other closed-in spaces, if any, as follows:			
Gross Tonnage.		Total deductions.	
Deductions as per Contra.			
Registered Tonnage.	85.20		

Name of Master, Hugh Mackay, of Victoria.	Certificate of Service No. Compe- tency.	Provincial Certificate from British Council at San Francisco, dated 9th August, 1878.
--	---	---

Names, Residence, and Description of the Owners, and Number of Sixty-fourth Shares held by each:

HUGH MACKAY, of Victoria, British Columbia, Mariner,
Sixty-four (64) Shares.

Dated, Victoria, B. C., September 27th, 1878.

Registrar W. HAMLEY.

(Exhibits Nos. 50 and 51.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY, FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

Official Number of Ship.		Port of Victoria, B. C. Name of Ship "Onward."		No. and Date of Registry.		No. 7 of 1878.	
10	Number of Transactions.	Name of person from whom Title is derived.	Number of Shares affected.	Date of Registry.	Nature and date of transaction.	Name of Transferee, Mortgagee or other Person acquiring Title or Power.	
	1	Hugh Mackay.	64	December 5th, 1882, 12 noon.	Dies June 14th, 1882. Will dated July 11th, 1879, Appointing Robert Paterson Rithet Executor. Will proved 19th June, 1882, in the Court of Probate, Victoria, B. C.	Robert Paterson Rithet of Victoria, B. C., Merchant.	
20	2	Robert Paterson Rithet.	64	June 22nd, 1888, 10:15 a. m.	Bill of Sale dated November 25th, 1882.	William Spring of Victoria, B. C., Master Mariner.	
30	3	William Spring.	64	January 4th, 1887, 3 p. m.	William Spring died on the 25th day of March, 1884. Will dated December 31st, 1880. Appointing William Thomas Livoch, James Hill Lawson and Charles Spring his Ex- ecutors. Will proved and Pro- bate granted by Supreme Court of British Columbia on the 1st day of April, 1884.	William Thomas Livoch, James Hill Lawson, Charles Spring, Joint Owners, all of the City of Victoria, B. C.	
40	4	William Thomas Livoch, James Hill Lawson, Charles Spring, Joint Owners.	32	January 4th, 1887, 3:10 p. m.	Bill of Sale dated the 3rd of Janu- ary, 1887.	Daniel McLean of Victoria, B. C., Mariner.	
50	5	William Thomas Livoch, James Hill Lawson, Charles Spring, Joint Owners.	32	January 4th, 1887, 3:15 p. m.	Bill of Sale dated the 3rd January, 1887.	Charles Spring of Victoria, B. C., Trader.	

Claim No. 2 "Thornton"—(Continued).**EXHIBIT No. 51 (G. B.), CLAIM No. 2.**

Surveyor's Report on "Thornton," dated November 14, 1883, and signed H. G. Lewis, Marine Surveyor. By order of the Commissioners, on consent of counsel, this exhibit is not printed.

(Exhibit No. 52.)

Claim No. 6.—“W. P. Sayward.”**EXHIBIT No. 52 (G. B.), CLAIM No. 6.****10 TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

Official Number of Ship. 83446		Name of Ship. "W. P. Sayward."		No. Date and Port of Registry. No. 4-1882. Victoria.	
Whether British or Foreign built.	Whether a sailing or Steam Ship; and If a Steam Ship, how propelled.	Where built.	When built.	Name and address of builders.	
20 British,	Sailing.	Victoria, B. C.	1882.	Robert Laing, Victoria, B. C.	
Number of Decks.....One.		Length from forepart of stem, under the bowsprit, to the aft side of the head of the stern post.....		Feet. Tenths	
Number of Masts.....Two.				68 0	
Rigged.....Schooner.		Main breadth to outside of plank....		21 5	
Stern.....Square.		Depth in hold from tonnage deck to ceiling at midships.....		7 2	
30 Build.....Carvel.		Depth in hold from upper deck to cell- ing at midships, in the case of three decks and upwards.....			
Galleries.....None.		Length of engine room, if any.....			
Head.....Straight.					
Framework.....Stem. pine & oak.					

PARTICULARS OF TONNAGE.

40 Gross Tonnage.	No. of Tons.	Deductions Allowed.	No. of Tons.
Under Tonnage Deck.....	85 85	On account of space required for propelling power.....	
Closed-in spaces above the Ton- nage Deck, if any.....		On account of spaces occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew.....	4.82
Space or spaces between decks.	4.75	These spaces are the following, viz.:—	
Poop.....			
Forecastle.....			
Round House.....			
Other closed-in spaces, if any, as follows:	4.01		
	64.11		
Gross Tonnage.....	4.82		
50 Deductions, as per Contra.....			
Registered Tonnage.....	59.79	Total Deductions.....	4.82

Names, Residence and Description of the
Owners, and Number of Sixty-fourth } viz.,
Shares held by each

ANDREW LAING,
Of Victoria, B. C., Trader.
Sixty-four (64) Shares.

60

Dated March 30th, 1882.

Registrar W. HAMLEY.

(Exhibit No. 52.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name of Transferee, Mortgagee, or other person acquiring title or power.
10						
	1	Andrew Laing.	32	December 1st, 1883, 12 noon.	Bill of Sale dated 1st Dec., 1883.	Jas. Douglas Warren of Victoria, B. C. Master Mariner.
	2	Jas. Douglas Warren.	32	December 1st, 1883, 12 noon.	Mortgage dated 1st Dec., 1883, for the sum of \$3,000 and interest at 7% per annum.	Joseph Boscowitz of Brighton, Sussex, England, Gentleman.
20						
	3	Jas. Douglas Warren.	32	March 11th, 1884, at 1.45 p. m.	Bill of Sale dated 10th March, 1884.	Henry John Hartnell of Victoria, B. C. Trader.
	4	Andrew Laing.	32	October 18th, 1884, at 12.12 p. m.	Mortgage dated 18th Oct., 1884, for the sum of \$1,400 and interest at 10% per annum.	Joseph Boscowitz of 11 Lansdowne Place, Hove, Sussex, England.
30						
	5	Henry John Hartnell.	32	5th Feb., 1885, at 11.15 a. m.	Bill of Sale dated 4th February, 1885.	James Douglas Warren of Victoria, B. C. Merchant.
	6	Joseph Boscowitz.	32	Oct. 15th, 1886, 12.12 p. m.	Bill of Sale dated 15th October, 1886, under mortgage A.	Thos. Henry Cooper of San Francisco, U. S. A. Engineer.
40						
	7	Thomas Henry Cooper.	32	Oct. 15th, 1886, 12.12 p. m.	Mortgage dated 10th October, 1886, for \$3,500 (two thousand five hundred dollars) with interest at 7% per annum.	Joseph Boscowitz of Brighton, Sussex, England, Gentleman.
50						
	8	Andrew Laing.	32	February 5th, 1889, at 8 p. m.	Bill of Sale dated February 6th, 1889.	Jean Ann Scott and Isabel Scott, joint owners, both of Cedar Hill, Victoria, B. C. Spinners.
	9	Joseph Boscowitz.	32	February 7th, 1889, 2.00 p. m.	Discharge of Mortgage B for \$1,400 and interest, receipt dated February 7th, 1889.	Jean Ann Scott and Isabel Scott, joint owners, both of Cedar Hill, Victoria, B. C. Spinners.
60						
	10	Thomas Henry Cooper by J. P. Warren, his attorney in fact.	32	February 7th, 1889, at 3.05 p. m.	Bill of Sale dated February 7th, 1889.	George Byrnes of Victoria, B. C. Auctioneer.

(Exhibit No. 52).

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transactions.	Name of Transferee, Mortgagee, or other person acquiring title or power.
10	11	Joseph Bosco-witz.	32	February, 1889, at 10.30 A. M.	Discharge of mortgage C for \$2,500 and interest, receipt dated February 8th, 1889.	George Byrnes of Victoria, B. C. Auctioneer.
	12	Jean Ann Scott and Isabel Scott, joint owners.	32	February 8th, 1889, at 10.35 A. M.	Mortgage dated February 8th, 1889, for \$800 (eight hundred dollars), with int. at 5% per annum.	Carl A. Lundberg and Noel J. Blear, joint owners, both of Vancouver, B. C. Merchants.
20	13	George Byrnes.	32	February 18th, 1889, at 10.40 A. M.	Mortgage dated February 7th, 1889, for \$2,905 (Two thousand nine hundred and five dollars).	Carl A. Lundberg and Noel J. Blear, joint owners, both of Vancouver, B. C. Merchants.
30	14	Carl A. Lundberg and Noel J. Blear, joint owners.	32	April 20th, 1889, at 4 P. M.	Discharge of Mortgage E for \$2,905. Receipt dated April 20, 1889.	George Byrnes of Victoria, B. C. Auctioneer.
	15	George Byrnes.	32	April 20th, 1889, at 4 P. M.	Bill of Sale dated April 20th, 1889.	Carl A. Lundberg of Vancouver, B. C. Merchant.
40	16	Carl A. Lundberg and Noel J. Blear, joint owners.	32	September 25th, 1889, at 1 P. M.	Transfer of Mortgage D dated September 21st, 1889.	Morris Moss of Victoria, B. C. Merchant.
	17	Morris Moss.	32	September 25th, 1889, at 1 P. M.	Discharge of Mortgage D for \$800 & interest. Receipt dated September 23rd, 1889.	Jean Ann Scott and Isabel Scott, joint owners.
50	18	Jean Ann Scott and Isabel Scott, joint owners.	32	19th December, 1889, at 3 P. M.	Bill of Sale dated 18th Dec., 1889.	Andrew Ling of Victoria, B. C. Trader.
	19	Andrew Laing.	32	January 10th, 1890, at 2.20 P. M.	Mortgage dated January 7th, 1891, for \$1,200 (Twelve hundred dollars), with interest at 8% per annum.	Human Bornstein of Victoria, B. C. Gentleman.
60	20	Carl A. Lundberg.	32	January 7th, 1891, at 3 P. M.	Carl A. Lundberg adjudged bankrupt and Morris Moss appointed Receiver by Supreme Court of B.C., 30th Sept., 1890.	Morris Moss, of Victoria, B. C. Merchant.

(Exhibit No. 52.)

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Name and date of transaction.	Name of Transferee, Mortgagee, or other person acquiring title or power.
10	21	Morris Moss.	32	January 7th, 1891, 8.15 p. m.	Bill of Sale dated 1st February, 1890.	Alexander Alfred Green, of Victoria, B. C. Banker.
	22	Andrew Laing.	32	February 4th, 1893, at 11.30 a. m.	Bill of Sale dated 31st Dec., 1892.	Frederick H. Worlock, of Victoria, B. C. Banker.
20	23	Human Bornstein.	32	February 15th, 1893, at 3.10 p. m.	Discharge of mortgage for \$1,200, and Int. Receipt dated 13th February, 1893.	Frederick A. Worlock, of Victoria, B. C. Banker.
	24	Frederick A. Worlock.	32	February 15th, 1893, at 3.10 p. m.	Bill of Sale dated 13th February, 1893.	Donald Urquhart, of Victoria, B. C. Master Mariner.
30	25	Alexander Alfred Green.	32	February 24th, 1893, at 3.35 p. m.	Alexander Alfred Green dies. Will dated August 2nd, 1889, and codicil dated 3rd Dec., 1890, appointing John B. Chantrell and Frederick H. Worlock, of Victoria, B. C. Executors. Will proved and probate granted by Supreme Court of British Columbia, on the 7th day of October, 1891.	John B. Chantrell, of Victoria, Accountant, and Frederick H. Worlock, of Victoria, B. C. Banker, joint owners.
40	26	John B. Chantrell and Frederick H. Worlock, joint owners.	32	February 24th, 1893, at 3.35 p. m.	Bill of Sale dated February 24th, 1893.	Donald Urquhart, of Victoria, B. C. Master Mariner.
	27	Donald Urquhart.	32	June 28th, 1893, at 1 p. m.	Bill of Sale dated 24th February, 1893.	Andrew Dies Laing, of Victoria, B. C. Gentleman.
50	28	Andrew Dies Laing.	32	June 28th, 1893, 1 p. m.	Mortgage G, dated 24th February, 1893, for two thousand five hundred dollars (\$2,500) and interest at 10% per annum.	Donald Urquhart of Victoria, B. C. Master Mariner.

(Exhibit No. 52.)

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Name and date of transaction.	Name of Transferee, Mortgagee, or other person acquiring title or power.
10	29	Donald Urquhart.	32	October 9th, 1894, 10 A. M.	Donald Urquhart dies on the 14th day of May, 1894. Will dated 14th August, 1893, and codicil dated 18th May, 1894, appointing Alexander Urquhart, executor. Probate granted by the Supreme Court of British Columbia on the 9th day of June, 1894.	Alexander Urquhart of Comox, B. C. Farmer.
20						
30	30	Donald Urquhart.	32	November 9th, 1894, 1 P. M.	Donald Urquhart dies on the 14th day of May, 1894. Will dated 14th August, 1893, and codicil dated 18th May, 1894, appointed Alexander Urquhart, Executor. Probate granted by Supreme Court of B. C., on the 9th of June, 1894. Transmission of Mortgage G.	Alexander Urquhart, of Comox, B. C. Farmer.
40	31	Alexander Urquhart.	32	November 4th, 1895, 4 P. M.	Discharge of Mortgage G. Receipt dated 4th November, 1895.	Andrew Dies Laing of Victoria, B. C. Gentleman.
	32	Andrew Dies Laing.	32	November 4th, 1895, at 4 P. M.	Bill of Sale dated 4th November, 1895.	Samuel William Buckman, of Victoria, B. C. Pilot.
	33	Alexander Urquhart.	32	November 4th, 1895, at 4 P. M.	Bill of Sale dated November 4th, 1895.	Samuel William Buckman, of Victoria, B. C. Pilot.
50	34	Samuel William Buckman.	64	November 12th, 1895, at 10.55 A. M.	Bill of Sale dated November 11th, 1895.	Joseph Boesowitz, of Victoria, B. C. Merchant.

(Exhibit No. 53.)

Claim No. 7, "Anna Beck."**EXHIBIT No. 53 (G. B.), CLAIM No. 7.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO
CHIEF REGISTRAR OF SHIPPING.**

Official Number of Ship. 64133.		Name of Ship. "Anna Beck."		No., Date and Port of Registry. 6/1871 Victoria.					
Whether British or Foreign built.		Whether a Sailing or steam ship; and if a steam ship, how propelled.		Where Built.		When Built.		Name and Address of Builders.	
Foreign.		Sailing.		San Francisco.		1865.		Unknown.	
Number of Decks.....One.		Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post.....		Feet. Tenths.					
Number of Masts.....Two.		Main breadth to outside of plank.....		65 3					
Rigged.....Schooner.		Depth in hold from tonnage deck to ceiling at midships.....		22 6					
Stern.....Elliptic.		Depth in hold from upper deck to ceil- ing at amidships, in the case of three decks and upwards.....		5 0					
Build.....Carvel.		Length of engine room, if any.....							
Galleries.....None.									
Head.....Eagle.									
30 Framework.....Wood.									

PARTICULARS OF TONNAGE.

Gross Tonnage.	No. of Tons.	Deductions Allowed.	No. of Tons.
Under Tonnage Deck.....	38 31/100	On account of space required for propelling power.....	
Closed-in spaces above the Ton- nage Deck, if any.....	3 7/100	On account of spaces occupied by S-men or Apprentices, and	
Space or spaces between decks.		appropriated to their use, and	
Poop.....		kept free from goods or stores	
Forecastle.....		of every kind, not being the	
Round House.....		personal property of the crew.	
Other closed-in spaces, if any, as follows:		These spaces are the following, viz.:	
Gross Tonnage.....			
Deductions, as per Contra....			
50 Registered Tonnage.....	40 38/100	Total Deductions.....	

Name of Master,

J. D. Warren, of Victoria, B. C.

Names, Residence and Description of the
Owners, and Number of Sixty-Four } viz.,
Shares held by each.

JAMES DOUGLAS WARREN,
of Victoria, Trader and Mariner.
60 (64) Sixty-four shares.

Dated at Victoria, 23rd day of August, 1871.

Registrar W. HAMLEY.

(Exhibit No. 53.)

EXHIBIT No. 53 (G. B.), CLAIM No. 7 (continued).**TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. } 64135	Name of Ship " Anna Beck "	No., Date and Port of Registry. 1 in 1881 Victoria, B. C.			
	Whether British or Foreign Built.	Whether a sailing or steam ship; and if a steam ship how propelled.	Where built.	When Built	Name and address of Builders.	
	Foreign at San Francisco U. S. A.	Steamship By Screw.	San Francisco, U. S. A.	1866	Unknown.	
20	Number of Decks One Number of Masts Two Rigged Schooner Stern Elliptic Build Carvel Galleries None Head Eagle Framework Wood		Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post. Main breadth to outside of plank. Depth in hold from tonnage deck to ceiling at midships. Depth in hold from upper deck to ceiling at midships, in the case of three decks and upwards. Length of engine room, if any.		Feet. Tenth. 63 7 22 6 5 0 7 0	

30

PARTICULARS OF ENGINES (IF ANY).

No. of Engine.	Description.	Whether British or Foreign made.	When made.	Name and address of makers.	Diam. of cylinders.	Length of Stroke.	No. of horses power (combined).
One	Upright condensing engine.	British.	1881	Thomas Gowan, Victoria, B. C.	6½ inch	12 inch	Nine

40

PARTICULARS OF TONNAGE.

	Gross Tonnage.	No. of Tons.	Deductions Allowed.	No. of Tons.
Under Tonnage Deck.		38.10	On account of space required for propelling power.	4.82
Closed-in spaces above the Tonnage Deck, if any.		3.07	On account of spaces occupied by Seamen or Apprentices, and appropriated to their use and kept free from goods or stores of every kind, not being the personal property of the crew.	
Space or spaces between decks.			These spaces are the following, viz.	
Poop.				
Forecastle.				
50 Round House.				
Other closed in spaces, if any, as follows:				
Gross Tonnage.		41.17		
Deductions, as per Contra.		4.82		
Registered Tonnage.		86.35	Total Deductions.	4.82

60

Names, Residence, and description of the owners and Number of Sixty-four Shares held by each, viz.:

JAMES DORGLAN WARREN
of Victoria, B. C.
Trader and Mariner
Sixty four (64) shares.

Registered Anew in consequence of alteration under the 84 and 85 Sections of the M. S. A. 1864.

Dated 14th February, 1881.

Registrar W. HAMLEY.

(Exhibit No. 53.)

**COPY TRANSACTIONS SUBSEQUENT TO REGISTRY, FOR TRANS-
MISSION TO REGISTRAR-GENERAL OF SHIPPING AND
SEAMEN.**

10	Number of Transactions.	Name of Person from whom Title is derived.	Number of Shares affected.	Date of Registry.	Nature and date of Registry.	Name, Residence and occupation of Transferee, Mortgagee or other person acquiring title or power.
	1	J. D. Warren.	64	August 28rd, 1871, 3.10 p. m.	Mortgage for \$4,000 and interest, dated August 28rd, 1871.	Leopold Boscowitz of San Francisco, Fur Trader.
	2	James Douglas Warren.	64	March 8th, 1884, at 11.40 a. m.	Bill of Sale dated March 8th, 1884.	Henry John Hartnell of the City of Victoria, B. C., Fur Trader.
	3	Leopold Boscowitz.	64	November 6th, 1884, 3 p. m.	Discharge of Mortgage A for \$4,000 (Four thousand Dollars) as per order in Council dated the 24th of October, 1884, the original mortgage having been lost. Discharge dated 14th day of August, 1884.	
	4	Henry John Hartwell.	64	November 24th, 1884, 1.45 p. m.	Mortgage B, dated the 14th August, 1884, for the sum of \$6,000 (Six thousand Dollars) with interest at 7% per annum.	Joseph Boscowitz of Landsdowne Place, Hove, Sussex, England, Gentleman.
	5	Joseph Boscowitz.	64	October 15th, 1886, 12.14 p. m.	Bill of Sale dated October 15th, 1886, under mortgage B.	Thomas Henry Cooper of San Francisco, Cal, U. S. A. Engineer.
	6	Thomas Henry Cooper.	64	October 15th, 1886, 12.14 p. m.	Mortgage dated October 15th, 1886, for \$6,000 (Six thousand dollars) with interest at 7% per annum.	Joseph Boscowitz of Landsdowne Place, Hove, Sussex, England, Gentleman.

(Exhibit No. 54.)

Claim No. 9. "Dolphin."

EXHIBIT No. 54 (G. B.), CLAIM No. 9.

TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTER OF SHIPPING.

10	Official Number of Ship. 88448.	Name of Ship. " Dolphin."	No. Date and Port of Registry. No. 8 of 1887. Victoria, B. C.		
	Whether British or Foreign built.	Whether a Sailing or Steam Ship; and if a Steam Ship, how pro- pelled.	Where Built.	When Built.	Name and Address of Builders.
	British.	Steam Screw Propeller.	Victoria, B. C.	1887.	S. McCulloch Smith.
20				Feet. Tenths.	
	Number of Decks.....One.	Length from fore part of stem, under the bow- sprit, to the aft side of the head of the stern post.			77 0
	Number of Masts.....Two.	Main breadth to outside of plank.....			22 7
	Rigged.....Schooner.	Depth in hold from tonnage deck to ceiling at midships.....			7 5
	Stern.....Square.	Depth in hold from upper deck to ceiling at mid- ships, in the case of three decks and upwards..			10 0
	Build.....Carvel.	Length of engine room, if any.....			
	Galleries.....None.				
	Head.....Straight.				
	.....Stem.				
	Framework.....Pine.				

30 PARTICULARS OF ENGINE, (IF ANY).

No. of Engines.	Description.	Whether British or Foreign made.	When made.	Names and address of Makers.	Diam. of Cylinders.	Length of stroke.	No. of Horses' power. (combined).
One.	Upright Compound Engine.	British.	1882.	Thomas Gowan, Victoria, B. C.	12 in. & 6 1/2 inch.	12 inch.	15 horses'.

PARTICULARS OF TONNAGE.

Gross tonnage.	No. of Tons.	Deductions allowed.	No. of Tons.
Under tonnage Deck.....	61.94	On account of space required for propelling power.....	6.14
Closed-in spaces above the tonnage deck, if any.....	80	On account of spaces occupied by Seaman or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew.....	
Space or spaces between decks.....		These spaces are the following, viz.:	
Popo.....			
Forecastle.....			
50 Round House.....			
Other closed in spaces, if any, as follows:			
Gross tonnage ..	94		
Deductions, as per Contra.....	14		
Registered tonnage.....	10	Total deductions.....	6.14

Names, Residence, and Description of the Owners, and Number of Sixty-fourth Shares held by each, viz.:

JAMES DOUGLAS WARREN,
Of the City of Victoria, B. C.,
Merchant,
Sixty-four (64) Shares.

Dated March 27th, 1882.

Registrar **W. HAMLEY.**

(Exhibit No. 54.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY FOR TRANSMISSION TO REGISTER-GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of Person from whom Title is derived.	Number of shares affected.	Date of Registry.	Nature and date of Transaction.	Name of Transferee, Mortgagee, or other Person acquiring Title or Power.
10	1	James Douglas Warren.	64	May 16th, 1883, 12 noon.	Mortgage A, dated 16th May, 1883, for the sum of \$5,000, & interest at 5% per annum.	Joseph Boscowitz, of Brighton, England. Gentleman.
20	2	James Douglas Warren.	64	December 1st, 1883, 12 noon.	Mortgage Dated Dec. 1st, 1883, of the sum of \$4,000.00 & interest at 7% per annum.	Joseph Boscowitz, of Brighton, Sussex, England. Gentleman.
	3	James Douglas Warren.	64	March 11th, 1884, at 1.45 P.M.	Bill of Sale, dated March 10th, 1884.	Henry John Hartnell, of Victoria, B. C. Trader.
30	4	Henry John Hartnell.	64	5th February, 1885, at 11.15 A.M.	Bill of Sale, dated 4th February, 1885.	James Douglas Warren, of Victoria, B. C. Merchant.
	5	Joseph Boscowitz.	64	October 15th, 1886—12.10 P.M.	Bill of Sale, dated 15th October, 1886, under Mortgage A.	Thomas Henry Cooper, of San Francisco, Cal., U.S.A., Engineer.
40	6	Thomas Henry Cooper.	64	October 15th, 1886—12.10 P.M.	Mortgage dated 15th October, 1886, for \$6,000.00 (Six thousand Dollars), with interest at 7% per annum.	Joseph Boscowitz, of Brighton, England, Gentleman.

(Exhibit No. 55.)

Claim No. 10, "Grace."**EXHIBIT No. 55 (G B.), CLAIM No 10.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. 83,442.	Name of Ship. "Grace."	No., Date and Port of Registry. No. 6 of 1881. Victoria, B. C.		
Whether British or Foreign built.	Whether a Sailing or Steam Ship; and if a Steam, how propelled.	Where Built.	When Built.	Name and Address of Builders.	
British.	Steam Screw Propeller.	Victoria, British Col.	1881.	George G. Walker, Victoria, B. C.	

20	Number of Decks. One.		Length from forepart of stem, under the bowsprit, to the aft side of the head of the stern post. . .		Feet.	Tenths.
	Number of Masts. Two.		Main breadth to outside of plank.		74	5
	Rigged. Schooner.		Depth in hold from tonnage deck to ceiling at midships.		23	4
	Stern. Square.		Depth in hold from upper deck to ceiling at mid- ships, in case of three decks and upwards. . .		8	0
	Build. Carvel.				12	0
	Galleries. None.					
	Head. Straight Stem.					
	Framework. Pine.					

30 **PARTICULARS OF ENGINES (IF ANY).**

	No. of En- gines.	Description.	Whether British or Foreign made.	When made.	Name and ad- dress of makers.	Diam. of Cylinders.	Length of stroke.	No. of Horses power. (com- bined).
	One.	Upright Compound Engine.	British.	1881.	Thomas Gowan, Victoria, B. C.	12 in. and 6½ in.	12 inch.	16 horses.

40 **PARTICULARS OF TONNAGE.**

	Gross Tonnage.	No. of Tons.	Deduction allowed.	No. of Tons.
	Under Tonnage Deck.	78.51	On account of space required for propel- ling power.	6.14
	Closed-in spaces above the Tonnage Deck, if any.	4.50	On account of spaces occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the per- sonal property of the crew.	
	Space or spaces between decks.		These spaces are the following, viz.: . . .	
	Poop.			
	Forecastle.			
50	Round House.			
	Other closed-in spaces, if any, as follows:			
	Gross Tonnage.	88.01		
	Deductions as per Contra.	6.14		
	Registered Tonnage.	76.87	Total deductions.	6.14

Names, Residence, and Description of the
Owners, and Number of Sixty-fourth
Shares held by each, viz.:
JAMES DOUGLAS WARREN, of Victoria, Prov-
ince of British Columbia, Mariner,
Sixty-four (64) Shares.

60

Dated 30th December, 1881.

Registrar W. HAMLEY.

(Exhibit No. 55.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY, FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

Number of transactions.	Name of Person from whom Title is derived.	Number of Shares Affected.	Date of Registry.	Nature and Date of Transaction.	Name, Residence and occupation of Transferee, Mortgagee or other Person acquiring Title or Power.
10					
1	James Douglas Warren.	54	May 16th, 1883, at 12 noon.	Mortgage A, dated 16th, 1883, for the sum of \$8,000 and interest, at the rate of 5% per annum.	Joseph Boscowitz, of Brighton, England Gentleman.
20					
2	James Douglas Warren.	54	December 1st, 1883, 12 noon.	Mortgage B, dated December 1st, 1883, for the sum of \$4,000, with interest at 7% per annum.	Joseph Boscowitz, of Brighton, Sussex, England. Gentleman.
3	James Douglas Warren.	54	March 11th, 1884, at 1.45 p. m.	Bill of Sale dated March 10, 1884.	Henry John Hartnell, of Victoria, B. C. Trader.
30					
4	Henry John Hartnell.	54	February 8th, 1885, at 11.15 a. m.	Bill of sale dated 4th February, 1885.	James Douglas Warren, of Victoria, B. C. Fur Dealer.
5	Joseph Boscowitz.	54	October 15th, 1886, 12.8 p. m.	Bill of Sale dated October, 1886, under Mortgage.	Thomas Henry Cooper, San Francisco, Cal., U. S. A. Engineer.
40					
6	Thomas Henry Cooper.	54	October 15th, 1886, 12.8 p. m.	Mortgage dated October 15th, 1886, for \$6,000 (Six) thousand dollars, with interest at 7% per annum.	Joseph Boscowitz, of Brighton, England. Gentleman.

(Exhibits Nos. 56, 57, 58, 59, 60, 61.)

Claim No. 6, "W. P. Sayward."

EXHIBIT No. 56 (G. B.), CLAIM No. 6.

Insurance Policy from February 15, 1887, for £1,000 on hull and materials, Schooner "W. P. Sayward," for 12 months, by Pitman & Edwards.

¹⁰ This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

EXHIBIT No. 57, (G. B.) CLAIM No. 6.

Insurance Policy from February 15, 1887, for £2,000 on treasure, cargo, etc., Schooner "W. P. Sayward," for 12 months, by Pitman & Edwards.

²⁰ This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

Claim No. 7, "Anna Beck."

EXHIBIT No. 58 (G. B.), CLAIM No. 7.

Insurance Policy from January 21, 1887, for £1,400 on hull, machinery, etc., Schooner "Anna Beck," for 12³⁰ months, by Pitman & Edwards.

This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

EXHIBIT No. 59 (G. B.), CLAIM No. 7.

Insurance Policy from January 21, 1887, for £2,000, on treasure, cargo, etc., Schooner "Anna Beck," for 12⁴⁰ months, by Pitman & Edwards.

This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

Claim No. 9, "Dolphin."

Exhibit No. 60 (G. B.), Claim No. 9.

⁵⁰ Insurance Policy from December 31, 1886, for £2,000, on hull, machinery, etc., Schooner "Dolphin," for 12 months, by Pitman & Edwards.

This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

Exhibit No. 61 (G. B.), Claim No. 9.

⁶⁰ Insurance Policy from March 2, 1888, for £2,000, on treasure, cargo, etc., Schooner "Dolphin," for 12 months, by Pitman & Edwards.

This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

(Exhibits Nos. 62, 63, 64.)

Claim No. 10, "Grace."**EXHIBIT No. 62 (G. B.), CLAIM No. 10.**

Insurance Policy from January 18, 1887, for £2,000, on hull, machinery, etc., Schooner "Grace," for 12 months, by Pitman & Edwards.

This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

EXHIBIT No. 63 (G. B.), CLAIM No. 10.

Insurance Policy from January 18, 1887, for £2,000 on treasure, cargo, etc., Schooner "Grace," for 12 months, by Pitman & Edwards.

This policy is similar in general form to Exhibit No. 38 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, is not printed.

Claims Nos. 6, 7, 9 and 10 (continued).**EXHIBIT No. 64 (G. B.) CLAIMS Nos. 6, 7, 9 and 10.**

Statement of premiums paid per "Sayward," "Anna Beck," "Dolphin" and "Grace."

"W. P. SAYWARD."

1887.					
30	Jany. 3.	To £1,000 Hull.....	@ 8p. %	£ 84 0 0	£ 84 6 8
	"	" 2,000 Treasure.....	@ 5p. %	"106 0 0	"106 13 4
				£189 0 0	£190 0 0
		Brokerage.....		9 9 0	
		Allow 7½% disc. on.....		179 11 0	13 9 5
					176 10 7
By Return of Premium for cancelment from 15 August, 1887 (vessel seized 9 July)					
1887.					
	Dec. 29.	£1,000 Hull.....	@ 3 8/- %	£34 0 0	
40		2,000 Treasure.....	@ 2 10/- %	"50 0 0	
				£84 0 0	
		Deduct 7½% disc. allowed.....		6 6 0	
					77 14 0
					£ 98 16 7

We certify that the above amount, viz., £98.16.7, has been paid in account current.

Lloyds 1 December 1896.

PITMAN & EDWARDS.

1887.					
50	Jany. 3.	To £1,400 Hull.....	@ 8p.	£117 12 0	£118 1 4
	"	" 2,000 Treasure.....	@ 5p.	"106 0 0	"106 13 4
				223 12 0	£223 14 8
		Brokerage.....		11 2 8	
		Allow 7½% disc. for cash on.....		211 9 4	15 17 3
					207 17 5
By Return of Premium for cancelment from 21 July, 1887 (vessel seized 2 July).					
1887.					
	Dec. 29.	£1,400 Hull.....	@ 3 8/- %	£47 13 0	
60		2,000 Treasure.....	@ 2 10/- %	"50 0 0	
				97 13 0	
		Deduct 7½% disc. allowed.....		7 6 6	90 5 6
					£117 11 11

We certify that the above amount, viz., £117.11.11, has been paid in account current.

Lloyds, 1 December, 1896.

PITMAN & EDWARDS.

(Exhibit No. 64, 65.)

"DOLPHIN."

1887.									
Jany 8.	To £2,000 Hull.....	@ 8p.	£168	0	0	£168	13	4	
"	" 2,000 Treasure.....	@ 5p. %	105	0	0	105	13	4	
			£273	0	0	£274	6	8	
	Brokerage.....		13	13	0				
	Allow 7½% disc't. for cash.....		259	7	0	19	9	1	
10						254	17	7	
	By Return of Premium for cancelment from 2 August, 1887 (vessel seized 12 July).								
1887.									
Dec. 20.	£2,000 Hull.....	@ 2 16 8%	£56	13	4				
	2,000 Treasure....	@ 2 18 4 "	55	6	8				
			£115	0	0				
	Deduct 7½% disc't. allowed.....		8	12	6	106	7	6	
						£148	10	1	

20 We certify that the above amount, viz., £148.10.1, has been paid in account current.
Lloyds 1 December 1896.

PITMAN & EDWARDS.

"GRACE."

1887.									
Jany. 8.	To £2,000 Hull.....	@ 8p.	£168	0	0	£168	13	4	
	2,000 Treasure.....	@ 5p.	" 105	0	0	" 105	13	4	
			£273	0	0	£274	6	8	
30	Brokerage.....		13	13	0				
	Allow 7½% disc't. for cash.....		259	7	0	19	9	1	
						254	17	7	
	By Return of Premium for cancelment from 18 August, 1887 (vessel seized 17 July).								
1887.									
Dec. 29.	£2,000 Hull.....	@ 2 1 8%	£41	13	4				
	2,000 Treasure.....	@ 2 5 4%	" 45	6	8				
			87	0	0	80	9	6	
40	Deduct 7½% disc't. allowed.....		6	10	6	£174	8	1	

We certify that the above amount, viz., £174.8.1, has been paid in account current.
Lloyds, 1 December, 1896.

PITMAN & EDWARDS.

Claim No. 6 (continued).

50 Exhibit No. 65 (G. B.), Claim No. 6.

Copy of Record and proceedings in United States District Court in Alaska in case of United States *vs.* "W. P. Sayward."

This exhibit is printed in full.

In the District Court of the United States for the District of Alaska, in Admiralty.

60 Pleas and proceedings begun and had in the District Court of the United States for the District of Alaska.

The United States }
 vs. } No. 84.
The Schooner "W. P. Sayward." }

Be it remembered that at a Stated Term, to wit, the May Term, 1887, of the District Court of the United States,

(Exhibit No. 65.)

for the District of Alaska, began and held at Sitka, in said District, on Monday, the day of May, 1887, and adjourned from time to time until September 13, 1887, when M. D. Ball, Esq., U. S. Attorney for the District of Alaska, presented and filed the libel of information in said cause, which is in words and figures following, to wit:

10 In the United States District Court in and for the District of Alaska, United States of America.

To the Honorable Lafayette Dawson, Judge of said District Court:

The libel of information of M. D. Ball, attorney for the United States for the District of Alaska, who prosecutes on behalf of the said United States, alleges and informs as follows, to wit:

20 That L. D. Shepard an officer in the Revenue Marine Service of the United States duly commissioned by the President of the United States, in command of the United States Revenue Cutter "Rush" and on special duty in the water of the District of Alaska, heretofore, to wit, on the ninth day of July, A. D. 1887, within the limits of Alaska Territory and in the waters thereof and within the civil and judicial district of Alaska, to wit, within the waters of that portion of Behring's Sea belonging to the United States and said District on waters navigable from
30 the sea by vessels of ten or more tons burden seized the schooner "W. P. Sayward" of Victoria, B. C., her tackle, apparel, boats, cargo and furniture being the property of some person or persons unknown to the said attorney.

The property is more particularly described as follows, to wit:

Schooner "W. P. Sayward" of Victoria, B. C., of 59 29/100 tons burden as per register, standing and running rigging, sails, chronometer and nautical instruments, clock, lamp, carpenter's tools, books, two anchors, casks,
40 cooking and table utensils, provisions and 477 fur seal skins and all other property found upon or appurtenant to said schooner.

That L. G. Sheppard was then and there duly commissioned and authorized by the proper department of the United States to make said seizure. That all said property was then and there seized as forfeited to the United States for the following causes.

That the said vessel and her captain, officers and crew, were there and then found engaged in killing fur seals
50 within the limit of Alaska Territory and in the said waters thereof in violation of Section 1956 of the Revised Statutes of the United States. That all the said property after being seized as aforesaid was brought into the Port of Sitka in said district, and turned over to the United States Marshal of this district with the exception of the said 477 fur seal skins which latter were brought into the Port of Ounalaska in said Territory and delivered into the keeping of Isaac Anderson, a Deputy United States Marshal of this District, and all of the said property is now within the
60 Judicial District of Alaska, United States of America.

The said M. D. Ball, Attorney as aforesaid, further informs and alleges. That on the 9th day of July, A. D. 1887, George R. Ferry and certain other persons whose names are to the said United States Attorney unknown who were then and there engaged on board the said

(Exhibit No. 65.)

schooner "W. P. Sayward" as seamen and seal hunters did under the direction and by the authority of George R. Ferry, then and there master of said schooner, engage in killing and did kill in the Territory and District of Alaska and in the waters thereof, thirty fur seals in violation of section 1956 of the Revised Statutes of the United States in such cases made and provided.

- 10 That the said 477 fur seal skins and other goods so seized on board the Schooner "W. P. Sayward" constituted the cargo of said Schooner at the time of the killing of said fur seals and at the time of said seizure.

And said Attorney sayeth that all and singular the premises were and are true and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court, and that by reason thereof and by force of the statutes in such cases made and provided the aforementioned schooner being a vessel of 59.79 tons burden and her said apparel, tackle, boats, cargo and furniture
20 became and are forfeited to the use of the United States.

Wherefore the said Attorney prays that the usual process and monition of this honorable court issue in this behalf against said schooner and all said hereinbefore described property to enforce the forfeiture thereof and requiring notice to be given to all persons to appear and show cause on the return day of said process why such forfeiture should not be decreed and that after due proceedings are had, all said property be adjudged, decreed
30 and condemned as forfeited to the use of the United States and for such other relief as may be proper in the premises.

Dated Sept. 13, A. D. 1887.

M. D. BALL.

U. S. Dist. Atty. for the Dist. of Alaska.

By A. R. DELANY,
Special Asst. Atty. for U. S.

In the United States District Court, District of Alaska.
Special July Term, Sept. 15, A. D. 1887.

40

United States }
v. } No. 84. Demurrer.
Sch. "W. P. Sayward." }

At this time comes W. Clark Proctor for claimants and moves the Court for leave to file a demurrer to the libel of information filed herein. It is considered and ordered by this Court that leave be granted.

- 50 In the United States District Court, District of Alaska.
Special July Term, Sept. 15th, 1887.

United States }
vs. } No. 84. Demurrer.
Schooner "W. P. Sayward." }

At this time comes W. Clark, Esq., Proctor for claimant of the property proceeded against in the above cause and demurs to the libel of information filed herein, the said Claimant by protestation not confessing all or any of
60 the said matters in the said information contained to be true, demurs thereto and says that the said matters in manner and form as the same are in said information stated and set forth are not sufficient in law for the United States to maintain their said action for the forfeiture of the property aforesaid and that the said claimant is not bound by law to answer the same. Wherefore the said

(Exhibit No. 65.)

claimant prays that the said information be dismissed with costs.

W. CLARK,
Proctor for Claimant.

In the United States District Court, District of Alaska.
Special July Term, Sept. 15, 1887.

10 United States }
vs. } No. 84. Demurrer.
Sch. "W. P. Sayward."

Now at this time comes the parties above named by their respective attorneys, Mr. A. K. Delaney for plaintiff and Mr. W. Clark for defendant, and this cause coming on to be heard upon the Demurrer to the libel herein and the Court being fully advised in the premises it is considered and ordered that the demurrer be and the same is hereby overruled.

20 In the United States District Court, District of Alaska.
Special July Term, Sept. 15, 1887.

United States }
vs. }
Sch. "W. P. Sayward."

And now comes George R. Ferry by W. Clark, Esq., the master of the aforesaid schooner and moves the Court for leave to file and answer to the libel of information herein.

30 It is so ordered.

In the United States District Court, District of Alaska.
Special July Term, Sept. 15, 1887.

United States }
vs. } No. 84. Answer.
Sch. "W. P. Sayward."

The Answer of George R. Ferry, Master.

And now comes George R. Ferry, Master as aforesaid, 40 and for answer to the libel of information filed herein, says:

1st.

He admits that L. G. Shepard was an officer of the United States Revenue Marine service duly commissioned and that he was, at the time the property proceeded against herein was seized, in command of the United States Revenue Cutter "Rush" and on official duty at the time the said seizure was made and was then and there duly commissioned and authorized by the proper department of the 50 United States to make said seizure, but denies that said seizure was made within the waters of Alaska Territory or within the Civil and Judicial District of Alaska or in any portion of Behring's Sea belonging to United States or upon any other waters belonging to libellant navigable from the sea by vessels of ten tons or over.

2nd.

Denies that said vessel, her captain, officers and crew were then and there found engaged in killing fur seals within the limits of Alaskan territory, or in the waters 60 thereof, or that they were then and there violating any law of the United States.

3rd.

Denies that on the ninth day of July, A. D. 1887, any other person or persons did then and there un-

(Exhibit No. 65.)

der the directions and authority of the said George R. Ferry or any other person or at all kill any fur seal within the District of Alaska or in the waters thereof.

4th.

Denies that the property proceeded against in this cause, or any portion thereof, ever became forfeited to the United States, wherefore the said claimant prays that the libel of information filed herein may be dismissed and for any other just and equitable relief as this Court may seem just and proper,

GEORGE R. FERRY.

Sworn and subscribed this fifteenth day of September A. D. 1887. Before me,

H. E. HAYDON,
Clerk U. S. Dist. Court.

By A. A. MEYER, Dep. Clerk.

[SEAL.]
20 W. CLARK,

Proctor for Claimant.

Here follow waiver by Defendant of Posting and Publishing Libel, etc., and Declaration of readiness of trial.

RETURN.

Sitka, Dist. of Alaska. Sect.

Be it remembered that in obedience to the annexed monition, I have attached the within described property and now hold the same in my possession subject to the order of this Hon. Court.

And the owners and claimant of said property having in writing filed in this Court this day waived notice of publication and posting of the libel and seizure, I therefore have notified all persons claiming said property to be and appear before this District Court on the nineteenth day of September, 1887, at 11 o'clock in the forenoon, then and there to make their claims and allegations in that behalf.

Sitka, Alaska, Sept. 19th, 1887.

BARTON ATKINS,
U. S. Marshal, Dist. of Alaska.

C. 7.

Port of Victoria, B. C.

These are to certify to all whom it doth concern, that Geo. R. Ferry Master of the Sch. "W. P. Sayward," burthen 60 tons, navigated with 7 men, British built and bound for North Pacific Ocean & Behring Sea, having on board Ballast and stores and fishing apparatus for a fishing and hunting voyage hath here entered and cleared his said vessel according to law.

Clearance Customs of Canada, May 14, 1887, Victoria, B. C.

Given under my hand, at the Custom House at the Port of Victoria in the Province of B. C. this 14th day of May one thousand eight hundred and eighty-seven.

GEO. ERNO,
Surveyor.

60

[L. S.]

(Endorsed)—Filed Sept. 19, 1887.—H. E. Haydon, Clerk.
—By A. A. Meyer, Dept. Clerk.

(Exhibit No. 65.)

CREW LIST.

Name of Ship, "W. P. Sayward." Agreement No. 23,716.

No	Signatures of Crew.	Age.	Where Born.	Ship on which last served.	Date.
10 1...	Wm. Petit	35	Jersey	Robert Keen	1886
2...	A. Laing	38	St. Andrews	W. P. Sayward	1886
3...	David McMurray	27	England	Dolphin	1886
4...	Nell Morrison	27	Scotland	Favorite	1886
5...	Gus Hoge	50	Prussia	Winifred	1886

The undersigned agreed to proceed on the present voyage from Victoria, B. C., on a general hunting and sealing voyage in the North Pacific, and the Behring Seas, or wherever the master may direct for a term not to exceed twelve calendar months back to a final port of discharge in a port of British Columbia. The vessel may call at any port or ports for supplies during the said term of this agreement.

12...	Geo. R. Fery	39	Jersey	Rover of Seas	
13...	A. Laing	39	Scotland	W. P. Sayward	
14...	F. Wicks	32	Germany	Boscovits	
15...	H. Gormsen	29	do	Geo. E. Starr	
16...	C. Williams	19	London	Anna Beck	
17...	Thomas E. Spencer	36	Sussex	May Taylor	
18...	J. Anderson	35	Sweden	Anna Beck	
19...	Edward Davis	31	Norway	Adele	

No.	Date and place of joining this ship.	In what Capacity.	Time at which he is to be on board.	Amount of wages per month.	Amount of wages advanced on entry.
		28520			
1	15/2/86. Victoria.	Master.			
2	25/2/86. "	Mate.	25/2/86.	\$40.00	\$30.00
40 3	25/2/86. "	Trader, Cook & A. B.	"	35 00	10.00
4	19/2/86. "	A. B. & Hunter.	19/2/86.	35.00	25.00
5	22/2/86. "	A. B.	22/2/86.	35.00	5.00
		016853			
12	17/2/87. "	Master.			
13	17/1/87. "	Mate & Trader.		40.00	None.
14	17/1/87. "	A. B.		35.00	"
15	9/2/87. "	A. B.		30.00	15.00
16	5/2/87. "	Cook.		25.00	10.00
17	20/5/87. "	A. B.		30.00	
18	23/5/87. "	A. B.		35.00	
50 19	16/5/87. "	A. B.			

Discharged and balance of wages recd.

A. Laing, 16/9/86, G. I.

David McMurray, 15/9/86.

Discharged on the Coast

and balance of wages paid W. P.

Gus Hoge, 15/9/30.

No 15, G. Gormsen, deserted May 15.

Signature of Officer of Customs,

GEO. INEO.

(Endorsed)—No. 84.—Filed September 19, 1887.—H. E. Haydon, Clerk.—By A. A. Meyer, Depty. Clerk.

(Exhibit No. 65.)

In the United States District Court, District of Alaska,
Special July Term, Sept. 15, 1887.

United States
vs.
Schr. "W. P. Sayward." } No. 84. Trial.

Evidence for the Prosecution by Mr. Delaney.

10 I am Capt. L. G. Shepard named in libel of information in command of Revenue Cutter "Rush." I know the schooner "W. P. Sayward." I am the officer under whose direction she was seized. The seizure was made in Lat. 54° 43' N., 167 deg. 51 min. W. The seizure was made about 59 miles from Cape Cheerful. The vessel was lying when seized upon waters between Ounalaska and Pribyloff Islands, in Behring's Sea. It was made on July ninth, 1887, 50 m. P. M.

The schooner was first boarded by Lieuts. David A. Hall
20 and Thomas W. Benham, under my directions. After they left the "Rush" they returned bringing Capt. Ferry. The vessel had on board 485, as informed me by the Captain; in tallying out at Ounalaska found only 477. After Capt. Ferry's arrival on board the "Rush" I asked him the nature of his voyage; he said hunting and sealing.

How long he had been in Behring Sea? He said four days. How many sealskins on board? He said 485.

By which pass had he come in? He said pass of the four Mountains.

30 Had he taken any seals in Behring's Sea? He said "Yes, 64."

Didn't he know he had no right to take seals in Behring's Sea? He said he did not know.

This conversation occurred on the 9th July. At this conversation Lieut. D. A. Hall was present with myself and Capt. Ferry.

(Counsel offers witness package of papers for identification.)

40 Are these the documents and papers pertaining to this vessel taken by you and your officers in the seizure? (Agreement read.) Ans. They are.

Capt. Shepard found the vessel under short sail one canoe and two Indians out hunting seal. The canoe came alongside and the Indians went on board. Vessel was in our immediate charge from Saturday till Tuesday during which time I had frequent conversations with Capt. Ferry and mate, but no intimation was made that they had not taken seal.

(Chart exhibited and Capt. Shepard identified place of
50 seizure thereon).

Cross-examined by Mr. Clark:

Did you check the number of seals? One of my officers checked over the number of seals on board. Did not check them personally

From what department were your instructions to seize the vessel? From the Treasury Department.

Have you these instructions? I have.

60 What were you to do after making the seizure? I don't know that my instructions cover this particular case, but the law requires us to turn over the property when seizure is made to the nearest Port where the District Court is held.

Did you do this? I did to the best of my ability with the force I had at my command. The vessels were sent here and the skins kept in Ounalaska.

(Exhibit No. 65.)

Had you any special instructions from your Department to break cargo on these vessels? I had no special instructions but followed the precedent of last year as far as I know.

Then your sole reasons for leaving those skins in Ounalaska were the precedents of last year? No, sir; but for safe keeping of the skins. The skins were seized near
 10 Ounalaska and I had no special instructions as to disposing of them. There was a deputy U. S. Marshal at Ounalaska authorized to receive the skins and I delivered them to him and sent the vessels to Sitka.

At the same time you know that the law required you to send them here? I don't know the law.

I thought you did your duty according to law? You have to be governed by circumstances in Alaska.

In whose charge did you leave the skins? In charge of Isaac Anderson, Deputy Marshal.

20 Did you deliver them to him personally at once? They were delivered to him as soon as landed.

That was all you had to do with them? That was all I had to do with the skins.

Can you give me the exact words of Capt. Ferry in your first conversation after he came aboard when you asked him if he had killed any fur seal in Behring's Sea? I don't know what the exact words were, but I understood him to convey the meaning that he had killed 64 seals in Behring's Sea.

30 Did you examine these skins personally? No, sir. I saw them when they were passed out of the vessel—didn't examine them minutely.

You stated in your examination in chief that there was a canoe out hunting seals? Yes, sir.

How do you know? Capt. told me that was his business.

How do you know this canoe was out hunting seals? I have seen other canoes out hunting seal and seen them shooting seals.

40 You do not know positively that this canoe was hunting seal? I presume of my own knowledge that they were.

By the Court—Had they any implements on board for hunting seal? The canoes were hoisted on board and I could see nothing.

Do you remember what sort of weather it was when you made this capture? The weather was not bad; I think a light westerly breeze.

What had it been previously? We might not have had
 50 the same weather, as we were in a different place and position makes a great difference in the weather in Behring's Sea.

Mr. Delaney first offers in evidence certificate of registry of schooner "W. P. Sayward," official Number 83,446, also agreement on account of crew, same vessel No. 23,716, clearance C. May 14-87 and Bill of Health, May 14-87.

Re-examined by Mr. Delaney.

Were the waters on which this vessel was seized navigable from waters for vessels of ten or more tons burden?

60 Yes, sir.

Thomas A. Benham, examined by Mr. Delaney.

I am one of the officers of the Revenue Cutter "Rush" and mentioned in the testimony of Captain Shepard as one of the boarding officers sent to the vessel. I had very little conversation with Capt. Perry. I heard him admit

(Exhibit No. 65.)

to Lieut. Hall that he had been killing seal nearly all the way from the pass, of the Four Mountains up to where we found him. The statements were made in reply to Lieut. Hall's questions who carried on the conversation. Afterwards Lieut. Hall and Capt. Ferry went to the "Rush" and I remained with "Sayward." I was on the deck awaiting arrival of canoe when she came along side.
 10 She was empty. I remarked Laing that they were pretty well educated. He said if they had had any seal skins on board she would have brought them aboard. She had implements on board for the purpose of catching seals and two Indians.

Cross-examined by Mr. Clark:

Can you give me the words used by Capt. Ferry. I can only give you the import which was that he had been killing seal at every chance he had all the way up from the pass.

20 When did this conversation take place, and where were you? In the cabin, sitting; Mr. Hall was also sitting.

You were busy noting down the seizure at the time? Yes, sir.

Can you remember the words Capt. Ferry used when you told him the Indians seemed pretty well educated? No, sir. There was no particular meaning to the words.

What did you mean? I meant that the sight of the smoke might induce them to throw the skins overboard. The purport of the answer was that they were out killing
 30 seals. I don't remember what was said; only remember the substance of it.

David A. Hall, examined by Mr. Delaney:

I am Lieut. Hall spoken of; he said that he had taken seal from the entry of the pass in Behring Sea in the Behring Sea. He said two or three times that he had taken 64 seals in Behring Sea.

Cross-examined by Mr. Clark:

Did you check the skins? Yes.

What condition were they in? Some were fresh, quite
 40 clear and soft.

How long does it take a seal to become discolored by salt? I don't know.

Barton Atkins, U. S. Marshal, examined by Mr. Delaney:

The log books were brought ashore. I do not remember when this one was brought ashore, two or three were brought together.

It is hereby stipulated and agreed that the foregoing affidavit shall go before the Court as the testimony of A.
 50 Laing.

Dated Sept. 10, 1887.

A. K. DELANEY, Atty. for U. S.,

M. W. WHIT DRAKE, Atty. for "W. P. Sayward."

In the United States District Court, District of Alaska.
 Special July Term, Sept. 15th, 1887.

United States

vs.

60 Schr. "W. P. Sayward." } No. 84. Findings and Con-
 clusions of Law.

This cause having been tried and submitted, the Court upon evidence finds the following fact and conclusion of law.

First.—That on the 9th day of July, 1887, and, theretofore, the master and crew of defendant vessel were en-

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(Exhibit No. 65.)

gaged in killing and did kill fur seals in that portion of Behring Sea ceded by Russia to the United States by the Treaty of March, 1867, and within the waters of Alaska in violation of Section 1956 of the Revised Statutes of the United States, and that the promiscuous shooting of fur bearing animals in the waters adjacent to the islands of Saint Paul and St. George and in that portion of Behring's Sea east of 193d degree of west longitude has a tendency to frighten and prevent the said animal from going upon those islands as they have been accustomed in the past.

Secd. id.—That on the said 9th day of July, 1887, said vessels, her furniture, apparel, tackle, cargo and 477 fur seal skins were seized in said waters by the commanding officer of the United States Revenue Cutter "Rush" then and there engaged in the Revenue Marine Service of the United States.

Third.—That said commanding officer was duly commissioned by the President of the United States, and made such seizure under the direction and by the authority of the Treasury Department of the United States.

Fourth.—That said property so seized was delivered by said commanding officer of said cutter to the United States Marshal of the District of Alaska, and is now within the jurisdiction of the Court.

As conclusions of law, the Court finds that the Plaintiff is entitled to a decree of forfeiture against said vessel, her tackle, apparel, furniture, cargo and the said 477 fur seal skins.

Dated Sept. 19, 1887.

LAFAYETTE DAWSON,

Dist. Judge.

In the United States District Court, District of Alaska,
Special July Term, Sept. 15th, 1887.

United States }
vs. } No. 84. Motion in Arrest.
Schr. "W. P. Sayward." }

At this time comes W. Clark, proctor for claimant and moves the Court to arrest the decree of forfeiture in said cause for the following reasons, to wit:

1st.

That the libel of information herein does not state facts sufficient in law to enable the United States to have and maintain this action for the forfeiture of the property seized herein.

2nd.

That the evidence produced on the part of the United States in this cause is not sufficient upon which to base a decree of forfeiture.

3rd.

That from the evidence produced on the part of the United States it appears that the Court has no jurisdiction over the subject matter of this cause.

4th.

That the Act of Congress under which the seizure herein was made is contrary to the spirit of international law and *ultra vires* is that it purports to give to the United States jurisdiction over a portion of the high seas more than three marine leagues from its shores and purports to establish an international boundary line in said ocean with no definite terminal points and impossible to determine by absolute measurement or clearly defined by marks.

(Exhibit No. 65.)

Therefore claimants pray that said decree may be forever arrested and their cause dismissed.

W. CLARK,
Proctor for Claimants.

In the United States District Court, District of Alaska.
10 Special Jury Term, Sept. 15, 1887.

United States }
vs. } No. 84. Motion in Arrest.
Schr. "W. P. Sayward."

At this time comes W. Clark, Esq., proctor for Claimant and files a motion in arrest of the decree of forfeiture in said cause, which motion was denied by the Court and the following decree of forfeiture was ordered, viz.:

United States }
vs. } No. 84. Decree.
Schr. "W. P. Sayward" and
G. D. Warren and A. Laing.

The Marshal having returned on the Monition issued to him in the above entitled action, that in obedience thereto he has attached the said schooner "W. P. Sayward," her tackle, apparel, boats, cargo and furniture and Proctor for Claimants on behalf of said owners, having waived said owners right to publication and posting of the notice of the libel and seizure and also time of hearing, and has
30 given due notice to all persons claiming the same to appear before this Court on the 19th day of September, 1887, at 11 o'clock A. M., at the District of Alaska, United States of America, then and there to interpose their claims and make their allegation in that behalf, and George R. Ferry, said captain of said vessel, having heretofore filed a claim to all of said property in behalf of J. D. Warren and Andrew Laing, of Victoria, B. C., and no other persons having appeared and no other claims or allegations having
40 been made or filed by any other person or persons, and the usual proclamations having been made and said cause having been heard this day by consent of parties on the pleadings and proof, M. D. Ball, United States District Attorney, by A. K. Delaney, Esq., of Counsel, in that behalf appearing as an advocate for the said libellant, and W. Clark, Esq., as advocate for said Claimants, and said cause having been submitted to the Court for decision and due deliberation being had in the premises, and the Court having filed his findings and conclusions of law herein, it
50 is now ordered sentenced and decreed, as follows:

First—That all persons whomsoever other than said claimants be, and they are hereby decreed in contumacy and default.

Second—That said schooner "W. P. Sayward," her tackle, apparel, boats and furniture and her cargo of 477 fur seal skins, now in the custody of the Deputy United States Marshal at Ounalaska, and all property found upon or appurtenant to said schooner be, and the same are hereby condemned as forfeited to the use of the United
60 States.

Third—That unless an appeal be taken to this decree, within the time limited as prescribed by law and the rules of Court, the usual writ of *venditioni exponas* be issued to the Marshal commanding him to sell all the said property and bring the proceeds into this Court to be dis-

(Exhibit No. 65.)

tributed according to law. Costs to be taxed and awarded against said claimant.

Dated September 19, 1887.

Sgd. LAFAYETTE DAWSON,
District Judge.

In the United States District Court, District of Alaska,
Special July Term, Sept. 15th, 1887.

United States } No. 84. Motion for stay
vs. } of Proceeding.
British Schr. "W. P. Sayward."

And now comes W. Clark, proctor for claimant and moves the Court to grant a stay of proceedings herein to enable claimants to bond the property seized herein, if they desire to do so.

Dated at Sitka, this 3rd day of October, A. D. 1887.

W. CLARK,
Proctor for Claimants.

In the United States District Court, District of Alaska,
Special November Term, Dec. 9, 1887.

United States } No. 84. Motion filed by W.
vs. } Clark, Esq., Proctor for
Schr. "W. P. Sayward." } Claimant, for a stay of proceedings for 3 months.

It is considered and ordered by the Court that the motion be overruled.

In the United States District Court, District of Alaska,
Special November Term, Dec. 9, 1887.

United States } No. 84.
vs. }
Schr. "W. P. Sayward."

And now comes W. Clark, proctor for claimants, and prays the Court for leave to appeal this cause to the Supreme Court of the United States, or such other Court as may have appellate jurisdiction over the subject matter of this cause.

W. CLARK,
Proctor for Claimants.

And afterwards, to wit, on December 9, 1887, claimants filed petition for leave to appeal, in said cause, which is in words and figures following to wit:

In the United States District Court for the District of Alaska.

The United States } No. 84. Petition for leave to
vs. } Appeal.
British Schooner
"W. P. Sayward."

And now comes W. Clark, Proctor for claimants, and prays the Court for leave to appeal this cause to the Supreme Court of the United States or such other Court as may have appellate jurisdiction over the subject matter of this cause.

W. CLARK,
Proctor for Claimants.

(Endorsed)—No. 84.—United States vs. Schooner "W. P. Sayward."—Petition for leave to Appeal.—Filed Dec. 9, 1887.—H. E. Haydon, Clerk.—W. Clark, Proctor for Claimants.

(Exhibit No. 65.)

And afterwards, to wit, on December 12, 1887, the following further proceedings were had in said cause, and appear of record, which are in words and figures following, to wit:

	The United States	} No 84. Order for sale of Schr.
	<i>vs.</i>	
10	The Schooner "W. P. Sayward," her cargo, boats, tackle, apparel, and furniture.	

It is ordered by the Court that the United States Marshal for the District of Alaska, sell the Schooner "W. P. Sayward," her boats, tackle, apparel, furniture and cargo of four hundred and seventy-four fur seal skins, seized and condemned by the decree herein as forfeited to the United States, and to secure a better market said Marshal is authorized to take said property out of the District of Alaska and to Port Townsend, Seattle, or Tacoma on Puget Sound, in the District of Washington Territory, and there make said sale, after having advertised the time and place thereof as required by law for at least thirty days, and that he pay out of the proceeds of said sale, the costs, and expenses of insuring, caring for, transportation and sale of said property, and apply the balance of said proceeds as required by law, and report to this Court his doings in the premises.

(Endorsed)—No. 84.—In the U. S. Dist. Court, Dist. of Alaska.—United States *vs.* Schooner "W. P. Sayward."—Order for sale of Schooner, cargo, etc.—Filed Dec. 12, 1887.

H. E. HAYDON,
Clerk.

And afterwards, to-wit, on April 14th, 1888, claimants filed motion for renewed leave to appeal in said cause, which is in words and figures following, to wit:

40 IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

Hon. LAFAYETTE DAWSON, *Judge.*

Special Term.

The United States, Pltf.,

	<i>vs.</i>	} No. 84. Motion for renewed leave to appeal.
	The British-American	
	Schooner "W. P. Sayward" and Cargo, Deft. }	

50 Comes now H. P. Berry, Proctor intervening for and in behalf of the owners and claimants of the above named vessel and cargo, and prays this Honorable Court for renewed leave to appeal said cause to the Supreme Court of the United States.

M. P. BERRY,
Proctor for Owners.

(Endorsed)—No. 84. In the United States District Court for the District of Alaska. Hon. Lafayette Dawson, Judge. Special Term. The United States, Plaintiff, *vs.* The British-American Schooner W. P. Sayward and Cargo, Defts. Motion for renewed leave to appeal. Filed in open Court, April 14th, 1888.

H. E. HAYDON, *Clerk.*
M. P. BERRY, Proctor.

(Exhibit No. 65).

And afterwards, to wit, on April 14, 1888, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:
In the matter of The United States

vs.
Schooner "W. P. Sayward." } No. 84.

Now comes M. P. Berry, proctor for claimants, and
10 moves the Court for leave to file motion to perfect the appeal to the Supreme Court of the United States.

It is considered and ordered by the Court that the motion be overruled.

And afterwards, to wit, on April 16, 1888, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:
In the matter of The United States

vs.
20 Schooner "W. P. Sayward." } No. 84.

The ruling heretofore made on April 14, 1888, denying the motion for leave to perfect an appeal to the Supreme Court is hereby rescinded, the prayer of petitioner is granted and permission is given to appeal.

And on the same day, April 19th, 1888, the following further proceedings were had, and appear of record in said cause, which are in words and figures following, to-wit:

In the Matter of The United States }
30 vs. Schooner "W. P. Sayward." } No. 84.

Now comes M. F. Berry, proctor for claimants, and moves the Court for leave to file stipulation for appraised value of the schooner "W. P. Sayward," her tackle, apparel, small boats, furniture, arms and ammunition, and cargo consisting of 477 fur seal skins.

Upon examination of the stipulations it is ordered by the Court that the same be approved, and whereupon the Court issued the following order, viz:

40 The stipulations of the claimant herein with sufficient surety having been filed and approved, it is ordered that the above-named vessel and all her tackle, apparel, furniture, arms and ammunition, and cargo consisting of 477 fur seal skins, received in this port by the United States Marshal for the District of Alaska, be released and that the same be turned over to J. D. Warren, Esq., Atty. in fact for the claimant herein.

(Signed) LAFAYETTE DAWSON,

District Judge.

50 The Clerk of the Court was ordered to issue orders on the United States Marshal, for the District of Alaska, to deliver the schooner "W. P. Sayward" and her cargo to J. D. Warren, Esq., Atty. in fact for the claimant herein.

SEATTLE, Wash. Terr., March 31, 1888.

To Captain JAMES DOUGLAS WARREN,

Atty. in fact for Thos. Henry Cooper,

Managing owner of the following named vessels, i.e.:

Steam Schooner "Anna Beck," Schr. "W. P. Sayward,"
Steam Schr. "Dolphin," Steam Schr. "Grace."

Sir:

This is to certify that we the undersigned, have subscribed to certain bonds for the appraised value of each of the above named vessels, the tackle, apparel, furniture, machinery and cargo, all of which is to be filed in the

(Exhibit No. 65).

District Court for the District of Alaska, of which bonds certain dates were blank at the time of execution, do hereby authorize you, or whosoever shall present the said bonds to be filed in the said District Court of Alaska, to fill said blanks by inserting the proper dates when ascertained from the records of said District Court.

Dated at Seattle, Wash. Tery. the 31st day of March, 10 1888.

BAILEY GATZERT.
JACOB FURTH.

(Endorsed)—Canceled by order of the U. S. District Court of Alaska.—See Decree, Journal 4, Page 537.—Charles D. Rogers, Clerk U. S. District Court.

In the United States District Court in and for the District of Alaska.

20	United States <i>versus</i> The schooner "W. P. Sayward" and Thomas Henry Cooper, and 479 Fur Seal S.	}	No. 84. Stipulation for Appraised Value.
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Whereas, a libel of information was filed in the within cause on the 13th day of September, 1887, in the above court by the Hon. M. D. Ball, U. S. District Attorney for the District of Alaska, against the schooner "W. P. Sayward," her tackle, apparel, furniture and cargo, for the 30 reasons and causes in the said libel mentioned and set forth; and whereas a decree of forfeiture was on the 19th day of September, 1887, rendered against the said vessel, her tackle, apparel, furniture and cargo, and against Thomas Henry Cooper, of San Francisco, intervening as the sole and only claimant to said vessel, tackle, apparel, furniture and cargo; and whereas the said vessel, tackle, apparel, furniture and cargo are now in the custody of the U. S. Marshal for the said District of Alaska, under process issued from this Court, and in pursuance of the prayer of 40 the said libel; and whereas the value of the said vessel, her tackle, apparel, furniture and cargo has been appraised at \$7,289.50, as appears by the report of the appraisers duly appointed and sworn by this Court and on file herein; and whereas the said Cooper, claimant as aforesaid, is desirous of, and purposes, appealing from the said decree of this Honorable Court.

Now therefore, we the undersigned, the stipulators, submitting ourselves to the jurisdiction of this Court, do acknowledge ourselves to be bound unto the 50 United States of America, the said claimant, Thomas Henry Cooper, as principal, and Bailey Gatzert and Jacob Furth as sureties, jointly and severally, in the sum of \$7,289.50, lawful money of the United States, hereby consenting and agreeing that a summary decree may be rendered against us, and each of us, for the above appraised value, with interest thereon from this date, and that execution may thereon issue against our goods, chattels and lands, for the payment thereof, or any part thereof, shall be ordered or decreed. Upon condition, nevertheless, that if the undersigned stipulators shall prosecute their said appeal without unnecessary delay, and abide by any final decree that may be rendered by the Supreme Court of the United States of America, to which this cause be appealed; and in the event of the said decree of this Honorable Court being affirmed by such Court of appel-

(Exhibit No. 65).

late jurisdiction, then if said stipulators pay the amount named in this stipulation into this Court this stipulation to be void, otherwise to remain in full force and virtue.

Witness our hands this 31st day of March, A. D. 1888.

THOMAS HENRY COOPER,
By JAMES DOUGLAS WARREN, his Attorney
in fact.

10

BAILEY GATZERT,
J. FURTH.

(Endorsed)—Canceled by order of the U. S. District Court of Alaska.—See Decree, Journal 4, page 537.—Charles D. Rogers, Clerk U. S. District Court.

Territory of Washington, }
Third Judicial District, } ss.:

In the District Court of the Third Judicial District holding terms at Seattle.

20 Bailey Gatzert and Jacob Furth, the persons named in, and who subscribed the foregoing undertaking as the sureties thereto, being severally duly sworn, each for himself says: He is worth the amount specified in said undertaking as the penalty thereof, over and above all just debts and liabilities, exclusive of property exempt from execution.

BAILEY GATZERT,
J. FURTH.

Subscribed and sworn to be—
30 fore me this 31st day of }
March, 1888.

W. E. LEDGERWOOD,

Clk. Dist. Court 3rd Judicial Dist. of Wash. Ter.

The sufficiency of the sureties of the foregoing bond is hereby approved.

R. A. J.,
District Judge Third Judicial District of
Washington Territory.

40 Approved this 19th day of April, 1888.

LAFAYETTE DAWSON,
District Judge.

(Endorsed)—No. 84.—In the United States District Court in and for the District of Alaska. United States vs. Schooner "W. P. Sayward."—Stipulation for appraised value of vessel and cargo.—Filed and approved April 19, 1888.—H. E. Haydon, Clerk.

50 In the United States District Court in and for the District of Alaska.

The United States	} No. 84. Bond for Coats.
<i>versus</i>	
The Schooner "W. P. Sayward" and	
Thomas Henry Cooper, and 479 Fur Seal Skins.	

Know, all men, by these presents: That we, Thomas Henry Cooper, a citizen of the United States of America, resident of San Francisco, California, and James Douglas Warren, of the City of Victoria, British Columbia, my 60 lawful agent and attorney in fact, and Bailey Getzert and Jacob Furth, citizens of the United States of America, and residents of the City of Seattle, in Washington Territory, are held and firmly bound unto the above mentioned United States of America, in the sum of \$300 lawful money of the United States, to be paid into the District

(Exhibit No. 65).

Court in and for the District of Alaska, or unto the Clerk thereof, upon the order of the Judge of such Court, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, administrators, and executors, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 31st day of March, 1888.

10 Whereas, In the U. S. District Court in and for the District of Alaska, a decree of forfeiture having been declared in the above entitled action;

Now, therefore, the condition of the above obligation is such if the above named plaintiff herein recover from the defendants the costs and accrued costs in said action, we, the undersigned, are bound unto the United States of America, for all and every such costs, and accrued costs herein related.

20 THOMAS HENRY COOPER [SEAL.]
By JAMES DOUGLAS WARREN,
JACOB FURTH [SEAL.] His Atty. in fact.
J. D. WARREN [SEAL.]
BAILEY GATZERT [SEAL.]

Approved April 19, 1888.

H. E. HAYDON,
Clerk.

(Endorsed)—Cancelled by order of the U. S. Dist. Court of Alaska.—See Decree Journal 4, page 537.—Charles D. Rogers, Clerk U. S. Dist. Court.

30 Territory of Washington, }
Third Judicial District, } ss.:

In the District Court of the Third Judicial District holding terms at Seattle.

Bailey Gatzert and Jacob Furth, the persons named in and who subscribed the foregoing undertaking as the sureties thereto, being severally sworn, each for himself says: That he is worth the amount specified in said undertaking as the penalty thereof, over and above all just 40 debts and liabilities, exclusive of property exempt from execution.

BAILEY GATZERT.
JACOB FURTH.

Subscribed and sworn to before me }
this 31st day of March, 1888. }

W. E. LEDGERWOOD, Clerk.

The sufficiency of the sureties of the foregoing bond is hereby approved.

50 R. A. J.,
Judge of the District Court, Third Judicial
District of Washington Territory.

(Endorsed)—No. 84.—In the United States District Court in and for the District of Alaska.—United States vs. Schooner "W. P. Sayward."—Bond for costs.—Filed and approved April 19, 1888.—H. E. Haydon, Clerk.

And on the same day, April 19th, 1888, the following further proceedings were had and appear of record in said cause which are in words and figures following, to wit:

60 In the Matter of the }
United States } No. 84. Withdrawing sale
vs. } of cargo.
Schooner "W. P. Sayward."

It is ordered that the Marshal withdraw from the sale advertised to take place on or after April 18, 1888, the cargo

(Exhibit No. 65).

of the schooner "W. P. Sayward," consisting of 477 fur seal skins.

In the Matter of the
United States

vs.

Schooner "W. P. Sayward."

} No. 84.

- 10 It is ordered that the Clerk of the Court prepare a certified copy of the registry of the Schooner "W. P. Sayward," and file the same with the exhibits, and deliver the original to Capt. J. D. Warren.

It is ordered that the defendants perfect their appeal to the Supreme Court of the United States, by May 17th, 1888, or as soon thereafter as the mail steamer may arrive.

United States

vs.

20 chr. "W. P. Sayward."

} No. 84. Affidavit on appeal.

United States, District of Alaska, ss.

Personally appeared before me the undersigned Clerk of the District Court in and for the District of Alaska James Douglas Warren, who being first duly sworn upon his oath says he is the duly authorized agent for plaintiff in the above entitled cause, that said claimant purposes appealing said cause to the Supreme Court of the United States.

- 30 That he purposes prosecuting said appeal with due diligence and without unnecessary delay. That he is appealing said cause for the reason that he feels himself aggrieved and injured by the decree of the District Court rendered herein on the 19th day of September, A. D. 1887, at a special term of said court.

- That said appeal is not taken for vexatious delay or to hinder or delay the United States in obtaining the proceeds of the said decree of forfeiture rendered herein, but that the law and the facts may be reviewed by the said Superior Court and that this appeal is made by affidavit

- 40 for and in behalf of said claimant James Douglas Warren. Subscribed to and sworn before me this nineteenth day of April, A. D. 1888.

[SEAL.]

H. E. HAYDON, Clerk,
U. S. Dist. Court.

(Endorsed.)—Filed in open court April 27th, 1888.—
H. E. Haydon, Clk.

- And afterwards, to-wit, on April 27, 1888, the following further proceedings were had in said cause and appear

- 50 of record, which are in words and figures following, to-wit:

In the matter of the
United States

vs.

Schooner "W. P. Sayward."

} No. 84.

- Now comes M. P. Berry, proctor for claimant, and moves the Court for leave to file affidavit on appeal and appeal to the Supreme Court of the United States. It is

- 60 ordered by the Court that leave be granted.

United States

vs.

Schooner "W. P. Sayward."

} No. 84. Order granting appeal.

Upon hearing and filing petition of M. P. Berry, proctor intervening for and in behalf of the owner of the above

(Exhibit No. 65).

named vessel, and cargo, through and by authority of J. D. Warren, Esq., the duly authorized agent of the said owner, praying for an order allowing him to appeal this cause to the Supreme Court of the United States, and upon hearing and filing the affidavit of J. D. Warren, the duly authorized agent for claimant in the above entitled cause, and no objection being raised on the part of the United States, and sufficient security having been given by said claimant that he will prosecute said appeal to effect, and being fully advised in the premises, it is ordered that said petition be granted and said claimant allowed to appeal this cause.

Done at Sitka, Alaska, this 27th day of April, 1888.

(Signed) LAFAYETTE DAWSON,
District Judge.

In the United States District Court, District of Alaska.
Special February Term, April 27th, 1888.

20 United States } No. 84. Stipulation for costs
vs. } given by Claimant on ap-
Schr. "W. P. Sayward." } peal.

Whereas a libel was filed in this Court in the within cause on the 13th day of September, A. D. 1887, by M. D. Ball, United States Attorney for the District of Alaska against the Schooner "W. P. Sayward," her tackle, apparel, furniture and cargo for the reasons and causes set forth and mentioned in said libel of information and

30 praying that the same may be condemned and sold.

And whereas a decree of forfeiture was on the 19th day of September, A. D. 1887, made against the said vessel, her tackle, apparel, furniture and cargo, and against Thomas Henry Cooper of San Francisco, California, intervening as the sole and only claimant to said vessel, tackle, apparel, furniture and cargo.

And whereas, the said Thomas Henry Cooper claimant as aforesaid is desirous of and purposes appealing from the said decree of this Hon. Court to the Supreme Court of the United States.

40 Now, therefore, we the undersigned stipulators submitting ourselves to the jurisdiction of this Court do acknowledge ourselves as being bound unto the United States of America the said Thomas Henry Cooper as principal and John G. Brady and Otto Nelson as sureties jointly and severally in the sum of three hundred dollars lawful money of the United States conditioned that if the claimants above named shall pay all costs and expenses which shall be awarded against him by the final decree of the Supreme Court of the United States not to exceed

50 three hundred dollars then this stipulation to be void, otherwise to remain in full force and effect.

Witness our hands this 19th day of April, A. D. 1888.

(Sgd.) THOMAS HENRY COOPER,
By M. P. BERRY, his
Attorney of Record.

JOHN E. BRADY.
OTTO NELSON.

UNITED STATES, } ss.:
60 District of Alaska, }

Personally appeared before me, H. E. Haydon, Clerk of the United States District Court for the District of Alaska, John G. Brady and Otto Nelson, who being duly sworn each for himself deposes and says that he is a resident and householder in said district and that he is worth the

(Exhibit No. 65.)

sum set forth in the foregoing stipulation above his just debts and liabilities and property exempt from execution.
(Sgd.) JOHN G. BRADY.
OTTO NELSON.

Sworn to and subscribed the 19th day of April, 1888.
HENRY E. HAYDON, Clerk,
U. S. Dist. Court.

[L. s.]

10 In the United States District Court, District of Alaska.
Special February Term, April 28, 1888.

United States	} No. 84—Order granting appeal.
<i>vs.</i>	
Schr. "W. P. Sayward" and Thos. Henry Cooper.	

Upon hearing and filing petition of M. P. Berry proctor intervening for and in behalf of the owner of the above named vessel and cargo through and by authority of J. D. Warren, Esq., the duly authorized agent of the said owner, praying for an order allowing him to appeal this cause to the Supreme Court of the United States and upon hearing and filing the affidavit of J. D. Warren, the duly authorized agent of claimant in the above entitled cause and no objections being raised upon the part of the United States, and sufficient security having been given by said claimant that he will prosecute said appeal to effect and upon being fully advised in the premises, it is ordered that said petition be granted and said claimant allowed to appeal this cause.

30 Done at Sitka, Alaska, this 27th day of April, 1888.

LAFAYETTE DAWSON,
Dist. Judge.

In the United States District Court, District of Alaska.
Special February Term, April 27th, 1888.

United States	} No. 84.
<i>vs.</i>	
Schr. W. P. Sayward.	

40 It is hereby stipulated by and between Whit. M. Grant, United States District Attorney, acting for and on behalf of the United States, and M. P. Berry, proctor for J. D. Warren, duly appointed and constituted agent for the owner that the following shall be omitted from the transcript hereunto annexed, namely:

All the exhibits referred to in the testimony of Captain L. G. Shepard.

Sgd—WHIT. M. GRANT,
U. S. Dist. Atty.

50 " M. P. BERRY,
Proctor for J. D. Warren, Agt. for Owner.

In the United States District Court, District of Alaska.
Special February Term, April 28th, 1888.

United States	} Consent that vessel be discharged on stipulation.
<i>vs.</i>	
Schr. "W. P. Sayward."	

The Schooner "W. P. Sayward" her small boats, 60 tackle, apparel, arms, amunition, furniture and cargo consisting of 477 fur seal skins having been arrested on a process issued in this cause, we consent that on filing the usual stipulation entered according to the rules of the Court to appear, abide and perform the decree in the sum of seven thousand two hundred and sixty-eight and 75-100

(Exhibit No. 65.)

dollars, and on filing a claim and on complying with the rules of the court as to the fees of the officers of court the said schooner be discharged from custody and arrest.

Dated April 19th, 1888.

WHIT. M. GRANT,
Proctor for libel't.

In the United States District Court, District of Alaska.
Special February Term, April 27th, 1888.

10 United States
vs.
The Brit. Amer. Schr. } No. 84.—Bill of exceptions.
"W. P. Sayward."

Be it remembered that on the trial of this cause the same being the 19th day of September, 1887, in the District Court of the United States, for the District of Alaska, holden at Sitka, in the aforesaid District, and at the November Term thereof, the Government do sustain the
20 issue on its part, offered the following evidence to the Court, viz:

(Here follows the evidence of Captain Shepard, Thomas A. Benham, David A. Hall, Barton Atkins, U. S. Marshal and reference to evidence of Shepard in sealer cases) to which the defendants then and there objected and the objection being overruled and the evidence being admitted the defendant then and there excepted to the ruling of the Court and the law as declared by the Court, viz:

30 (Here follow the findings of facts and conclusions of law.)
To all of which the defendant then and there objected.
(Sgd.) LAFAYETTE DAWSON,
Dist. Judge.

In the United States District Court, District of Alaska.
Special February Term, April 27th, 1887.

United States
vs.
Schr. "W. P. Sayward." } No. 48—Certificate of

Transcript.

40 I, Henry E. Haydon, Clerk of the United States District Court in and for the District of Alaska, hereby certify that I have compared the foregoing transcript with the original papers in the above entitled action now on file in my office, and with all orders therein made and entered on the minutes said Court, and that the said transcript is correct.

I further certify that a sufficient undertaking on appeal in due form of law was on the 19th day of April, 1888, properly filed in said cause.

50 In witness whereof I have hereunto set my hand and affixed the seal of said District Court this 30th day of April A. D. 1888.

Sgd H. E. HAYDON, clerk. (S.)

In the United States District Court in and for the District of Alaska.

Special February Term, April 27th, 1888.

United States
vs.
60 Schr. "W. P. Sayward" and } No. 84.—Appeal to the
Thomas Henry Cooper. } Sup. Court of U. S.
& the Admiralty.

To the Hon. the Supreme Court of the United States of America:

The appeal of the above named appellant respectfully sheweth that on or about the 13th. day of September in

(Exhibit No. 65.)

the year 1887 the above named libellants United States of America exhibited their libel in the District Court of the United States for the District of Alaska against the appellant for the reasons set forth in the said libel that the appellants might be condemned to pay the demands of said libellant and costs in said libel mentioned.

That process issued out of said having been served on the appellant he did on or about the 15th. day of September 1887 file his answer to said libel in said District Court praying that the said libel be dismissed with his costs in that behalf as by reference to said libel and the said answer may more fully appear.

That the said cause came on to be heard before the Hon. Lafayette Dawson Judge of the said District Court on or about the 19th. day of September 1887 upon the testimony and proofs adduced by the respective parties and the said Judge having advised thereon did on the 19th. day of September 1887 made his decree in said cause whereby it was among other things decreed that the libellants on said cause recover against the appellant a decree of forfeiture against said vessel, her tackle, apparel, furniture, cargo and 477 fur seal skins as by reference to the said decree may more fully appear. And the appellant is advised and insists that the said decree is erroneous inasmuch as the Hon. Court at such sitting did not declare unconstitutional by which such seizures and forfeiture was made.

Wherefore the appellant appeals from the whole of said decree of said District Court of the United States and respectfully prays that the decree of said District Court and the bill, answer, pleadings, evidence and proceedings in the said cause may be sent to the Supreme Court of the United States without delay and that the said Supreme Court will proceed to hear the said cause anew and the said decree of the District Court and every part thereof may be reversed and a decree made dismissing said libel with costs or such other decree as the said Supreme Court shall deem just.

Dated April 26th, 1888.

M. B. BERRY,

Sol'r for Appellant.

And afterward, to-wit, on May 2d, 1888, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:

In the matter of rulings made in the case of The United States	} No. 84.
<i>vs.</i> Schooner "W. P. Sayward," on April 14 and 16, 1888.	

The orders of these respective dates are hereby rescinded so as not to effect the petitioner's right to appeal to the Supreme Court of the United States, and the aforesaid orders are expunged from the record.

And afterward, to-wit, on July 18, 1888, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

United States <i>vs.</i> Schooner "W. P. Sayward."	} No. 84.

Comes now M. P. Berry, Esq., attorney for Henry Thomas Cooper, and moves the Court for leave to file a

(Exhibit No. 65.)

motion showing that Henry Thomas Cooper is now the sole and only owner of the schooner "W. P. Sayward" and cargo, which schooner and cargo was decreed as forfeited to the United States, October 11, 1887, and further prays the Court that the record in the above entitled cause be amended so as to substitute the name of Henry Thomas Cooper, instead of James Douglas Warren.

10 Which motion was considered by the Court, it is ordered that the same be filed *nunc-pro-tunc*, and that the name of Henry Thomas Cooper be interposed as the actual owner of the schooner "W. P. Sayward" and cargo.

And afterwards, to wit, on May 20, 1888, the U. S. Marshal made the following return in said cause, and it appears of record, which is in words and figures following, to wit:

20	In the matter of The United States <i>vs.</i> Schooner "W. P. Sayward."	}	No. 84.
----	--	---	---------

Now comes Barton Atkins, United States Marshal for the District of Alaska, and returns the writ of *Venditioni Exponas* issued by order of this Court, February 10, 1888, and makes the following return in the presence of Whit. M. Grant, United States District Attorney, that prior to the date of sale of the property belonging to the "W. P. Sayward" that the same was delivered to J. D. Warren, on subsequent order, and that in obedience to the writ, 30 he proceeded to Puget Sound with the Schooner "W. P. Sayward," that by a subsequent order of this Court he did deliver the said vessel to her owners on a bond issued to this Court.

At a Stated Term, to-wit, the special July Term, 1888, of the District Court of the United States of America in and for the District of Alaska held at the Court Room in the Town of Sitka, on Wednesday, 18th day of July, in the year of our Lord one thousand eight hundred and eighty-eight.

40 Present—The Hon. LAFAYETTE DAWSON,
Judge United States District Court.

Schr. "W. P. Sayward."	}	No. 84.
------------------------	---	---------

Comes now M. P. Berry, Esq., Attorney for Thomas Henry Cooper, and moves the Court for leave to file a motion showing that Thomas Henry Cooper is now the sole and only owner of the Schooner "W. P. Sayward" and cargo, which schooner and cargo was 50 decreed as forfeited to the United States September 19th, 1887, and further prays the Court that the record in the above-entitled cause be amended so as to substitute the name of Thomas Henry Cooper instead of James Douglas Warren.

Which motion was considered by the Court: It is ordered that the same be filed *nunc-pro-tunc* and that the name of Thomas Henry Cooper be interposed as the actual owner of the Schooner "W. P. Sayward" and cargo.

60 I hereby certify that the foregoing is a full, true and correct copy of the order of the Court entered in the above entitled cause.

Attest my hand and seal of the said District Court this 18th day of July, A. D. 1888.

[L. s.]

HENRY E. HAYDON,
Clerk.

(Exhibit No. 65.)

And afterwards, to wit, on July 18, 1888, claimants filed motion to substitute name of owner, *nunc-pro-tunc* in said cause, which is in words and figures following to wit:

In the United States District Court for the District of Alaska.

HON. L. DAWSON,
Judge.

10

The United States, Pltf.,
vs.
The British Columbia Schooner
"W. P. Sayward," Deft.

No. 84. Motion to interpose the name of the actual owner of said vessel defendant *nunc-pro-tunc*.

Now comes Henry W. Cooper and shows to the Court that the claim of ownership in this cause, is the name of J. D. Warren. That the interest of J. D. Warren has been transferred to your petitioner, and said Warren has no further interest in this suit, and your petitioner asks to have his name substituted as claimant and defendant in the place and the stead of the said J. D. Warren, and that said substitution be entered *nunc-pro-tunc*, as of the 16th day of April, 1888. The same being an open Court day of the Special Term of this Court, February, 1888, and that the Clerk of the Court be instructed and ordered to make an entry accordingly upon the Court Journal and Docket.

30

HENRY W. COOPER,
Non-resident, by M. P. Berry,
Attorney.

(Endorsed)—No. 84.—In the United States District Court for the District of Alaska.—In Chambers.—Hon. L. Dawson, Judge.—Motion to substitute the name of owner *nunc-pro-tunc*.—The United States, Pltf., *vs.* The British Columbia Schooner "W. P. Sayward," Deft.—Filed July 18, 1888.—H. E. Haydon, Clerk.—M. P. Berry, Atty.

40

And afterwards, to wit, on May 8th, 1889, a writ of *venditioni exponas* was issued in said cause, which, with the Marshal's return, is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska.

United States

vs.

50 Schooner "W. P. Sayward," her boats, tackle, apparel and cargo.

No. 84. Writ of *Venditioni Exponas*.

The President of the United States of America, to the Marshal of the District of Alaska, greeting:

Whereas a libel hath been filed in the District Court of the United States for the District of Alaska, on the 15 day of Sept. in the year of our Lord one thousand eight hundred and eighty seven, by M. D. Ball, United States District Attorney, against the schooner "W. P. Sayward," her tackle, apparel, and furniture and cargo civil and maritime, for the reasons and causes in the said libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made, and that all persons interested in the said schooner, her tackle, apparel, and furniture and cargo may be cited in general and special to answer the premises and all proceedings

(Exhibit No. 65.)

being had that the said schooner her tackle, etc., may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same may be condemned and sold to answer the prayer of the said libellants, and whereas the said schooner and cargo have been attached by the process issued out of the said District Court in pursuance of the
 10 said libel and are now in custody by virtue thereof, and such proceedings have thereupon had that by definite sentence and decree of said Court made and pronounced on the 19 day of September, 1887, and an order of the said Court in this cause made on the 12th day of December, 1887, the said vessel, her tackle, apparel and furniture, and cargo consisting of four hundred and seventy seven (477) fur seal skins, were ordered on the said 12th day of December, 1887, to be sold by you the said Marshal on Puget Sound in Washington Territory, after giving at
 20 least 30 days' notice of such sale, and that you pay the proceeds of such sale to the Clerk of this Court, as required by law.

Now therefore you will execute said decree and order and return this writ and report the manner in which you have executed this order to the Court.

Witness, the Honorable La Fayette Dawson, Judge of said Court, at the city of Sitka, in the District of Alaska, this 12th day of December, in the year of our Lord one thousand eight hundred and eighty-seven, and of our in-
 30 dependence the one hundred and twelfth.

H. E. HAYDON,
 Clerk,

District of Alaska.

I hereby certify and return that in obedience to the within order I did proceed to Puget Sound with the Schooner "W. P. Sayward," on the 11th day of January, 1888, but that by a subsequent order of this Court I did deliver the said vessel to her owners on a bond issued to this Court.

40 BARTON ATKINS,
 U. S. Marshal.

(Endorsed)—No. 84.—The United States *vs.* Schooner "W. P. Sayward."—Writ of *Venditioni Exponas*.—Returned and filed May 8, 1889.—H. E. Haydon, Clerk.

In the United States District Court, District of Alaska.
 In Chambers.

Sitka, Alaska, December 30, 1887.

50 In the matter of seal skins }
 seized on board of vessels } No. 84.
 in Behring Sea. }

The order heretofore made on the 12th day of December, 1887, for the United States Marshal to sell the seal skins seized on board the schooner "W. P. Sayward" at some place on Puget Sound is hereby revoked, and it is ordered by the Court that said skins be sold at Sitka, in the District of Alaska.

(Signed) LAFAYETTE DAWSON,
 District Judge.

60 THE UNITED STATES OF AMERICA.

District of Alaska, ss.:

I, H. E. Haydon, Clerk of the United States District Court of Alaska, do hereby certify that the foregoing copy of the order of the Court relative to the seal skins made

(Exhibit No. 65.)

on the 30th day of December, 1887, has been by me compared with the original and that it is a correct transcript therefrom, and of the whole of such original as the same appears on record at my office in my custody.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Sitka, in said District, this 7th day of February, 1888.

10

H. E. HAYDON,
Clerk.

District of Alaska:

I hereby certify and return that prior to the date of sale of the within named property belonging to the "W. P. Sayward," that the same was delivered to J. B. Warren on a subsequent order of the Court

BARTON ATKINS,
U. S. Marshal.

(Endorsed)—No. 84.—Sealskins seized with Schr. "W. P. Sayward."—Returned and filed May 8, 1889.—H. E. Haydon, Clerk.

20

At a stated term, to-wit, the Special February term, A. D. 1887, of the District Court of the United States of America, in and for the District of Alaska, held at the Court Room in the town of Sitka, on Thursday, the 19th day of April, in the year of our Lord one thousand eight hundred and eighty-eight.

Present.—The Honorable, LAFAYETTE DAWSON,
Judge U. S. District Court.

30

In the matter of the Cargo }
of the } No. 84.
Schooner "W. P. Sayward." }

It is ordered that the Marshal withdraw from the sale advertised to take place on or after April 18, 1888, the cargo of the Schooner "W. P. Sayward," consisting of 479 fur seal skins.

I hereby certify that the foregoing is a full, true and correct copy of the order of the Court in the matter of the cargo of the schooner "W. P. Sayward," entered in the above entitled cause.

Attest my hand and seal of said District Court, this 19th day of April, A. D. 1888.

H. E. HAYDON,
Clerk.

Dist. of Alaska.

I hereby certify and return that the cargo belonging to the schooner "W. P. Sayward," as herein described, was 50 withdrawn from the Marshal's sale of April 19, 1888.

BARTON ATKINS,
U. S. Marshal.

(Endorsed)—No. 84.—U. S. Circuit Court.—District of Alaska.—Schr. "W. P. Sayward."—Filed May 8, 1889.—H. E. Haydon, Clerk.

At said stated term, to-wit: The Special February Term, A. D., 1888, of the District Court of the United States of America, in and for the District of Alaska, held at the Court Room, in the town of Sitka, on Thursday, the 19th day of April, in the year of our Lord one thousand eight hundred and eighty-eight.

Present.—The Honorable LAFAYETTE DAWSON,
Judge U. S. District Court.

(Exhibit No. 65.)

In the matter of the United States }
vs. } No. 84.
 The Schooner "W. P. Sayward." }
 To the Marshal of the District of Alaska.

Sir:

The above named vessel and all her tackle, apparel, furniture, arms and ammunition and cargo consisting of 479
 10 fur seal skins, that have been received by you in this port having been bonded, and ordered released by the Judge of the above Court, you will therefore discharge the said vessel, her tackle, apparel, furniture, arms, ammunition and cargo consisting of 479 fur seal skins, so received by you, and deliver the same to J. D. Warren.

I hereby certify that the foregoing is a full, true and correct copy of the order of the Court in the case of the U. S. *vs.* Schooner "W. P. Sayward," entered in the above entitled cause.

20 Attest my hand and seal of said District Court this 19th day of April, A. D. 1888.

H. E. HAYDON,
 Clerk.

Dist. of Alaska.

I hereby certify and return that the schooner "W. P. Sayward" was delivered to J. D. Warren, in accordance with this order of the Court.

BARTON ATKINS,
 U. S. Marshal.

30 (Endorsed)—No. 84.—U. S. Circuit Court, District of Alaska.—Order to discharge Sch. "W. P. Sayward."
 —Filed May 8, 1889.—H. E. Haydon, Clerk.

UNITED STATES OF AMERICA, ss.

The President of the United States of America,

To the Honorable Judge of the District Court of the
 [L. s.] United States for the District of Alaska, Greeting;

40 Whereas, lately in the District Court of the United States for the District of Alaska, before you, in a cause between the United States, libellant, and the Schooner "W. P. Sayward," her tackle, apparel, furniture and cargo, Thomas Henry Cooper, owner and claimant, wherein the decree of the said District Court entered in said cause on the 10th day of September, A. D. 1887, was in favor of the said libellant the United States, and against the said claimant, as by inspection of the transcript of the record of the said District Court, which was brought into
 50 the Supreme Court of the United States by virtue of an appeal, agreeably to the act of Congress, in such cases made and provided, fully and at large appears.

And whereas, in the present term of October, in the year of our Lord one thousand eight hundred and ninety of the said Supreme Court, this cause having been called to the attention of the Court by Mr. Caldron Carlisle, and a motion by counsel for appellant to dismiss this cause having been filed Therefore, in pursuance of said motion, it is now ordered, adjudged and decreed by this Court
 60 that this appeal be, and the same is hereby, dismissed.

January 12, 1891.

You, therefore, are commanded that such proceedings be had in said cause, as according to right and justice, and the laws of the United States ought to be had, the said appeal notwithstanding.

(Exhibit No. 65.)

Witness the Honorable MELVILLE W. FULLER, Chief Justice of said Supreme Court, the 25th day of May, in the year of our Lord one thousand eight hundred and ninety-two.

JAMES H. MCKENNEY,

Clerk of the Supreme Court of the United States.

(Endorsed)—No. 84.—Supreme Court of the United States
 10 —No. 699, October Term, 1890—The Schooner "W. P. Sayward," etc. *v* The United States—Mandate—Filed June 13, 1892.—N. R. Peckinpaugh, Clerk.

And afterwards, to wit, on December 5th, 1892, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:

In the United States District Court for the District of Alaska.

The United States

20

vs.

The Schooner "W. P. Sayward."

And now it appearing to the Court from the mandate on file in this cause, that the Supreme Court of the United States did, on the 29th day of February, 1892, confirm the decree of this Court heretofore rendered in the above entitled action and remand the same for further proceedings.

And it further appearing from the records and files of this Court that all proceedings were stayed pending said decision of the Supreme Court, in the following entitled

30 cases, viz.:

No. 81. The United States *vs.* The Schooner "Lilly L."

No. 84. The United States *vs.* The Schooner "W. P. Sayward."

No. 85. The United States *vs.* The Schooner "San Diego."

No. 85. The United States *vs.* The Schooner "Annie"

No. 87. The United States *vs.* The Schooner "Allie J. Alger."

40 No. 89. The United States *vs.* The Schooner "Kate and Annie."

No. 91. The United States *vs.* The Schooner "Ellen."

No. 102. The United States *vs.* The Schooner "Angel Dolly."

And that in each of said causes decree of forfeiture were heretofore rendered by this Court, and that all of said vessels, their tackle, apparel, furniture and cargo were released upon stipulations and bonds.

It is therefore hereby ordered that the United States Attorney prepare and that the Clerk of the Court cause to
 50 be served upon each of the bondsmen and stipulators in said causes, a notice that the plaintiff will on the 30th day of Jan., 1893, move for judgment upon said stipulators and bonds, said notice to be served personally upon all such stipulators found within this District, and by publication upon all non-residents in like manner as service is made of summons.

In the United States District Court in and for the District of Alaska.

The United States

60

vs.

The Schr. "W. P. Sayward," her boats, tackle, furniture and cargo.

To Thomas Henry Cooper, Bailey Gatzert and Jacob Furth:

You and each of you are hereby notified that the Supreme Court of the United States having, on the 12th

(Exhibit No. 65.)

day of January, 1891, dismissed the appeal in the above cause, and remanded said cause to this Court for further proceedings, the plaintiff will on the 30th day of January, 1893, at the Court Room at Sitka, in said District, at 2 o'clock P. M. of said day, or as soon thereafter as counsel can be heard, move for judgment against you upon the stipulation and bond theretofore made by you for the appraised value of said vessel and cargo and costs as provided by law.

Dated Sitka, Alaska, December 7th, 1892.

C. S. JOHNSON,
U. S. Attorney for said Dist.

United States)
District of Alaska. } ss: -

The President of the United States of America to the Marshal of said District, Greeting:

You are hereby commanded to make due service of the above and foregoing notice by publication in some newspaper of general circulation printed and published in said District, as directed by an order of the United States District Court for said District made and entered of record on the 5th day of December, 1892.

Witness the Honorable Warren Truitt, Judge of said Court, and the seal of said Court affixed at Sitka, in said District this 9th day of December, 1892.

[L. s.]

N. R. PECKINPAUGH,

Clerk.

30 District of Alaska, U. S. Marshal's Office, Sitka, Jan. 23, 1893.

I certify that in obedience to the order of this Honorable Court I caused the within notice to be published in the *Alaska Herald*, a newspaper of general circulation printed and published at Sitka, Alaska, for four consecutive weeks, a copy of which is hereto attached, and made a part of this return, as that I deposited in the post office at Sitka, Alaska, a copy addressed to Thomas Henry Cooper, San Francisco, Cal., and Bailey Gatzert and Jacob Furth at Seattle, Wash.

ORVILLE T. PORTER,

U. S. Marshal.

Endorsed.—No. 84.—In U. S. Dist. Court, Dist. of Alaska.—The United States *vs.* The Schooner "W. P. Sayward."—Notice.—Returned and filed.—January 23, 1893.—N. R. Peckenpaugh, Clerk, by A. A. Meyer, Dept.—C. S. Johnson, U. S. Atty.

PROOF OF PUBLICATION.

50 United States,)
District of Alaska, } ss: -

To Thomas Henry Cooper, Bailey Gatzert and Jacob Furth:

You and each of you are hereby notified that the Supreme Court of the United States having, on the 12th day of January, 1891, dismissed the appeal taken in the above cause, and remanded said cause to this Court for further proceedings, the plaintiff will on the 30th day of January, 1893, at the Court Room at Sitka, in said District, at 2 o'clock P. M. of said day, or as soon thereafter as counsel 60 can be heard, move for judgment against you upon the stipulation and bond heretofore made by you for the appraised value of said vessel and cargo, and costs, as provided by law.

Dated Sitka, Alaska, December 7, 1892.

C. S. JOHNSON,
U. S. Attorney for said Dist.

(Exhibit No. 65.)

United States, }
 District of Alaska, } ss.:

The President of the United States of America to the
 Marshal of said District. Greeting:

You are hereby commanded to make due service of the
 above and foregoing notice by publication in some news-
 paper of general circulation printed and published in said
 District, as directed by an order of the United States Dis-
 trict Court for said District, made and entered of record
 on the 5th day of December, 1892.

Witness the Honorable Warren Truitt, Judge of said
 Court, and the seal of said Court affixed at Sitka, in said
 District, this 9th day of December, 1892.

N. R. PECKINPAUGH,
 Clerk.

[L. s.]

Walter B. Porter, being first duly sworn, deposes and
 says: That he is the proprietor of the *Alaskan Herald*
 a newspaper published at Sitka, in the District of Alaska;
 that the "notice" of which a copy is hereto attached, was
 first published in said newspaper, in its issue dated Decem-
 ber 12, 1892, and was published in each weekly issue of
 said newspaper for four consecutive issues thereafter, the
 full period of four weeks, the last publication thereof
 being in the issue dated the 2d day of January, 1893.

WALTER B. PORTER.

Subscribed and sworn before me this 30th day of Janu-
 ary, 1893.

N. R. PECKINPAUGH,
 Clerk.

In the United States District Court for the District of
 Alaska.

The United States

vs.

Schooner "W. P. Sayward," etc. } No. 84. Motion.

Comes now C. S. Johnson, Attorney for the United
 States, and moves this Honorable Court for judgment
 upon the stipulation and bond filed in this cause, for the
 sum of \$7,289.50, and interest and costs, as provided by
 law.

C. S. JOHNSON,
 U. S. Atty. for Plaintiff.

(Endorsed)—No. 84.—In U. S. Dist. Court, Dist. of
 Alaska.—United States vs. Sch. "W. P. Sayward."—
 Motion for Judgment.—Filed January 30, 1893.—N.
 R. Peckinpugh, Clerk.—C. S. Johnson, Pltf.'s Atty.

And afterwards to wit, on January 30, 1893, the follow-
 ing further proceedings were had as appear of record in
 said cause, which are in words and figures following, to
 wit:

United States

vs.

Schooner "W. P. Sayward." } No. 84.

And now on this 30th day of January, 1893, this cause
 coming on to be heard by the Court upon the motion of
 plaintiff and libellant for judgment upon the stipulation
 and bond heretofore given for the value of said vessel,
 cargo, et c., and it appearing from the record and files in
 this cause that said vessel, her tackle, apparel, furniture
 and cargo were duly libelled for alleged violations of law,

(Exhibit No. 65.)

that after filing of said libel, to wit, on the 31st day of March, 1888, the owner and claimants of said vessel and cargo caused to be executed and delivered a stipulation and bond in the sum of \$7,289.50, that being the appraised value of said vessel and cargo; that the conditions of said stipulation and bond were such that if judgment were rendered against said vessel, then said obligation should become absolute. The Thomas Henry Cooper, Bailey Gatzert and Jacob Furth, became and are the sureties upon said stipulation and bond; that on the 19th day of September, 1887, judgment was rendered in this cause whereby said vessel, her tackle, apparel, furniture and cargo were decreed to be forfeited to the United States; that the owners and claimants of said vessel appealed from said judgment and decree to the Supreme Court of the United States; that the Supreme Court on the 12th day of January, 189 , sustained and confirmed the decree of this Court, and remanded said cause for further action; that due and legal notice was served upon the stipulators of the time set for hearing said motion for judgment by publication in the *Alaska Herald* and by copies mailed to the stipulators and owners and claimants and the United States Attorney for this District appearing for the libellant and presenting this said motion for judgment, and said stipulators and owners and claimants having failed to make any appearance, and there being no cause shown why judgment should not be rendered upon said stipulation and bond, the Court finds that said stipulation and bond has become absolute, and the United States is entitled to have and recover judgments against said stipulators for the full property of said bonds together with interest and costs.

It is therefore ordered, adjudged and decreed that the libellant, the United States, have and recover judgment against said Thomas Henry Cooper, Bailey Gatzert and Jacob Furth, jointly and severally in the sum of \$7,289.50 principal and \$2,113.98 interest thereon, and costs taxed at \$.....and that execution issue for the collection of said sums with accruing costs.

And afterwards, to-wit, on October 11, 1894, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

The United States of America	} No. 85.
<i>vs.</i>	
The Schooner "W. P. Sayward," etc.	

In these causes, Lytton Taylor, United States Attorney, for the District of Alaska, upon instructions from the Department of Justice in words and figures as follows:

"A. G." DEPARTMENT OF JUSTICE,
6384-1886. WASHINGTON, D. C., August 20th, 1894.
LYTTON TAYLOR, Esq.,
United States Attorney,
Sitka, Alaska.

Sir:

I have the honor to acknowledge yours of the 28th ultimo, relative to the nine cases growing out of the seizure of certain vessels under section 1956 of the Revised Statutes. In view of the fact as stated in your letter and of the facts stated in other letters by you upon the same subject, you are directed to dismiss the proceedings in each of said cases.

(Exhibits Nos. 65 and 60.)

I am unable to see that it is practicable, or if it were practicable, that it would be proper to act upon your suggestion that the dismissal of proceedings in the cases above referred to should be made conditional upon the United States being reimbursed for expenses incurred by it in such proceedings.

Very respectfully,

10

RICHARD OLNEY,

Attorney General

Moved that said cases be dismissed at the expense of the United States.

Upon consideration thereof, the Court was pleased to so order, and the same is accordingly so ordered, adjudged and decreed.

And it being suggested to the Court that all of said vessels had from time to time been released on bond, pending the matters in controversy, the Court was pleased 20 to order the same canceled, and to declare the same void from henceforth, for all purposes.

The Clerk will, across the face of each of said bonds or stipulations, write with red ink and in a bold hand the following: "Canceled by order of the U. S. District Court of Alaska, see Decree in Journal page (filling said blank as is appropriate), and signing the same officially, and dated the day of executing this order.

The costs in the several cases will be certified as are 30 other costs chargeable to the United States in such cases.

WARREN TRUITT,

U. S. Dist. Judge.

Claim No. 7, "Anna Beck."

EXHIBIT No. 66 (G. B.), CLAIM No. 7.

Copy of record and proceedings in United States District Court in Alaska in case of United States vs. "Anna Beck." 40

The proceedings in this case were similar to those taken against "Onward," as shown in Exhibit No. 37 (G. B.), printed above at page 58, and by order of the Commissioners on consent of counsel only the following portions are printed:

Lieut. David A. Hall, being duly sworn, deposes and says: I am the executive officer of the U. S. R. Cutter "Rush," engaged in the Revenue Marine Service of the United States; have been since 2nd July last. Was in 50 Behring sea. That day seized the British Steam Schooner "Anna Beck," under Capt. L. G. Shepard's order, in lat. 54.58 30 north 167 26.70 west. Cape Cheerful on Onalaska S. E. $\frac{1}{2}$ east, distance 66 miles. Being in the Behring sea between the island and the Pribilof Islands. The seizure was of the vessel, tackle, apparel, cargo, and three hundred and thirty-six fur seal skins and arms and ammunition. The vessel was then on waters navigable from the sea by vessels of ten (10) or more tons burden. The seal skins seized were turned over to the custody of 60 the Deputy Marshal of this District at Onalaska; the other property was afterwards turned over to the U. S. Marshal of this District at Sitka. Counsel exhibited to witness the documents of the St. Schooner "Anna Beck."

1st. Certificate of Registry, dated Feb. 14, 1881, from Victoria, B. C. Custom House official number of ship

(Exhibit No. 66.)

64,135. Tonnage 36.35, also bill of health, same office, dated Jan. 21, 1887, also clearance, same vessel, same office, 21 Jan., 1887, bound for Pacific Ocean. Ballast and stores for fishing and hunting voyage, also agreement of crew 31,997. Witness says I identify those as the papers of the "Anna Beck," and they were taken in my possession at the time of the seizure. Papers offered in
 10 evidence and received.

DAVID A. HALL,
 1st Lieut. U. S. R. M.

Subscribed and sworn to before me, this 24th day of September, A. D. 1887, after having been read over by me to deponent.

[L. s.]
 H. E. HAYDEN,
 Clerk U. S. District Court.

Capt. L. G. Shepard, being duly sworn, deposes and says: I am the Commander of the U. S. Rev. Cutter
 20 "Rush," engaged in the Rev. Marine Service of the U. S., and was such on the 2nd day of July last. The steam schooner "Anna Beck" was seized by my order that day. I am regularly commissioned as such officer by the President of the United States, and I made the seizure under the direction and by the authority of the Treasury Department of the United States.

L. G. SHEPARD.

Subscribed and sworn to before me this 24th day of Sep-
 30 tember, A. D. 1887, after having been read over by me to deponent.

[L. s.]
 H. E. HAYDEN,
 Clerk U. S. District Court.

LIST OF PERSONS composing the Crew of the "Anna Beck," of Victoria, B. C., whereof Louis Olsen is Master.

40	Names.	Age.	In what Capacity.	Wages.	Wages ad- vanced on entry.
	Louis Olsen	27	None.	\$40 00	None.
	Wilh Thomisen.....	22	Engineer.	40 00	"
	I. Anderson.....	35	Mate.	35 00	"
	T. Walters.....	31	Cook & Stewrd.	35 00	\$20 00
	C. Williams.....	12	A. B.	25 00	10 00
	M. Green.....	30	Mate.	30 00	25 00
	Charles Lind.....	48	Cook & Stewd.	35 00	None.
	Fritz Gaselande.....	20	Engineer.	40 00	"

50

And afterwards, to-wit, on October 11th, 1887, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:

	In the Matter of The United States vs. British Schooners "Dolphin," "Grace," "Anna Beck" and "Ada."	} Nos. 79, 80, 82, 83.
60		

Now comes Hon. LaFayette Dawson, Judge of this Court, and delivers and files his opinion and judgment on the demurrer heretofore filed on behalf of defendant vessels by M. T. W. Drake, L. C. The said demurrer being

(Exhibit No. 66.)

overruled and judgment of forfeiture decreed against all of said vessels, judgment to be entered separately in each case, and a stay of proceedings granted for ninety days, as per stipulation heretofore filed.

In the Matter of
The United States

vs.

¹⁰ Schooners "Dolphin," "Grace,"
"Anna Beck" and "Adda."

Now comes W. Clark, Esq., and enters an appearance for each of said vessels on behalf of their masters and owners.

And afterwards, to-wit, on October 11, 1887, the following further proceedings were had in said cause, and appear of record, which are in words and figures following, to-wit:

²⁰ In the United States District Court, District of Alaska.
United States

vs.

Steam Schooner "Anna Beck."

} No. 82 Decree.

This cause coming on to be heard this 11th day of October, 1887.

The Marshal having returned on the monition issued to him in the above entitled cause that in obedience thereto he had attached the steam schooner "Anna Beck," her tackle, apparel, boats, cargo and three hundred and thirty-six fur seal skins, furniture and engines and machinery, and has given due notice to all persons claiming the same to appear before this Court on the 3rd day of October, 1887, at 10 o'clock A. M. at the District of Alaska, United States of America, then and there to interpose their claims and make their allegations in that behalf, and T. H. Cooper having heretofore filed his claim as the owner of all of said property, and no other person having appeared and no other claim having been filed by ⁴⁰ or for any other person and the said claimant having filed a demurrer to the libel of information herein and also a stipulation admitting that the fur seals of which the skins were found and seized on said steam schooner "Anna Beck" were killed in that part of Behring Sea claimed by the United States, and beyond the limit of ten miles from the nearest land, A. K. Delaney, appearing for the United States and W. Clark appearing for said claimant, and said cause being submitted to the Court and the Court being advised in the ⁵⁰ premises, it is ordered that the said demurrer be overruled and the said claimant refusing to plead, said cause is submitted to the Court upon the pleadings, proofs and stipulation filed herein, and the Court being advised in the premises and having filed his findings of facts and conclusions of law herein, it is ordered, adjudged and decreed:

1st. That all persons whatsoever other than the said claimant be and they are decreed to be contumacious and default.

2nd. That said steam schooner "Anna Beck," her ⁶⁰ tackle, apparel, boats, cargo and three hundred and thirty-six fur seal skins, furniture, engines and machinery, be and the same are hereby condemned as forfeited to the use of the United States, saving to the officers and men on said vessel their own private property, such as nautical instruments, etc.

(Exhibit No. 66.)

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of the court, the usual writ of *Venditioni Exponas* be issued to the marshal commanding him to sell all the property, the said steam schooner "Anna Beck" to be sold at Port Townsend or some other point on Puget Sound in Washington Territory and after ninety days' notice of said sale.

10 That the proceedings of the sale of said property be brought into this Court to be deposited subject to its order and to be distributed according to law.

That the costs herein be taxed and awarded against the said claimant.

Dated October 11, 1887.

(Signed) LAFAYETTE DAWSON,
District Judge.

(Endorsed)—No. 82.—United States *vs.* Steam Schooner
"Anna Beck."—Decree filed Oct. 11, 1887.—U. E.
20 Haydon, Clerk.

And on the same date the defendant filed claim of owner in said cause, which is in words and figures following, to wit:

In the United States District Court for the District of Alaska.

The United States }
vs. } No. 82.
30 The Steam Schooner }
"Anna Beck." }

And now comes W. Clark duly authorized attorney for T. H. Cooper owner of the above named vessel, her tackle, apparel, furniture and cargo, intervening for the interest of the said T. H. Cooper, in the said schooner, her tackle, apparel, furniture and cargo, and appears before this Hon. Court and makes claim to the said property as the same is attached by the Marshal, under process of this Court, at the instance of L. G. Shepard, Commander of the
40 United States Revenue Marine Cutter "Richard Rush," and the said W. Clark, avers from information and belief, that the said T. H. Cooper, owner, was in possession of the said schooner at the time of the seizure thereof and that the said T. H. Cooper is the true and *bona fide* owner of the said schooner, her tackle, apparel, furniture and cargo, and that no other person is the owner thereof, whereof he prays to defend accordingly.

W. CLARK,
Proctor for claimant.

50 Sworn and subscribed before me this day }
of Oct. 1887.

H. E. HAYDEN JR.,
Dept. Clerk.

W. CLARK,
Proctor for claimant.

(Endorsed)—No. 82.—United States *vs.* Steam Schooner
"Anna Beck."—Claim of Owner.—Filed Oct. 11,
60 1887.

H. E. HAYDEN, JR.,
Deputy Clerk.

And, afterwards, to wit, on December 12, 1887, the following further proceedings were had and appear of record,

(Exhibit No. 66.)

in said cause, which are in words and figures following, to wit:

The United States
vs.
Schooner "Anna Beck," her cargo, &c. } No. 82.

It is ordered by the Court that the Marshal of the District of Alaska sell the three hundred and thirty-five fur seal skins seized from the schooner "Anna Beck," and condemned by the decree in the above entitled cause as forfeited to the United States.

That for the purpose of securing a better market for said skins, the said Marshal is authorized to take the said fur seal skins out of the District of Alaska and to Port Townsend, Seattle or Tacoma, on Puget Sound, in the District of Washington Territory, and there make said sale. That he advertise the time and place of said sale for at least thirty days.

And that out of the proceeds of said sale he pay the costs and expenses of insuring and caring for, transportation and sale of said property, and pay the balance of said proceeds as required by law, and that he report all his doings in the premises hereunder to this Court.

(Endorsed)—No. 82.—In the U. S. Dist. Court, Dist. of Alaska.—United States vs. Schooner "Anna Beck.—Order for sale of 335 fur seal skins.—Filed Dec. 12, 1887.—H. E. Hayden, Clerk.

In the United States District Court, District of Alaska.

United States
vs.
Steam Schooner "Anna Beck." } No. 82.—Writ of *Venditioni Exponas*.

The President of the United States of America, to the Marshal of the District of Alaska, greeting:

Whereas a libel hath been filed in the District Court of the United States for the District of Alaska, on the 13th day of September, in the year of our Lord one thousand eight hundred and eighty-seven, by M. D. Ball, United States District Attorney, against the steam schooner "Ann Beck" her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made, and that all persons interested in the said steam schooner, her tackle, apparel, engines and machinery, furniture and cargo may be cited in general and special to answer the premises and all proceedings being had and the said steam schooner, her tackle, etc., may for the causes in said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same may be condemned and sold to answer the prayer of the said libellant, and whereas the said steam schooner and cargo have been attached by the process issued out of the said District Court in pursuance of the said libel and are now in custody by virtue thereof and such proceedings have been thereupon had that by a definite sentence and decree of said Court made and pronounced on the 11th day of October, 1887, and an order of sale of the said Court in this cause made on the 9th day of February, 1888, the cargo of said steam schooner consisting of 336 fur seal skins to be sold by you the said Marshal at Sitka, in the District of Alaska, after giving at least thirty days' notice, and the said steam schooner "Anna Beck," her tackle, apparel,

(Exhibit No. 66.)

engines and machinery and furniture, are to be sold by you the said Marshal, at Port Townsend or some other point on Puget Sound in Washington Territory, after ninety days' notice of said sale, and that you pay the proceeds of such sale to the Clerk of this Court as required by law.

Now, therefore, you will execute said decree and order and return this writ and report the manner in which you have executed this order to the Court.

Witness the Honorable Lafayette Dawson, Judge of said Court, at the City of Sitka, in the District of Alaska, this 10th day of February, in the year of our Lord, one thousand eight hundred and eighty-eight, and of our independence the one hundredth and thirteenth.

H. E. HAYDON,

Clerk U. S. District Court.

(Endorsed) No. 82, in the District Court. Judicial District, holding terms at Sitka, United States *vs.* Steam Schooner "Anna Beck." Writ of *Venditioni Exponas*. Filed this 8th day of May, 1889. H. E. Haydon, Clerk.

CUSTOM HOUSE, Sitka Alaska.

COLLECTOR'S OFFICE, July 18th, 1888.

In accordance with the decree and order mentioned in the writ hereunto attached, the United States Marshal in and for the District of Alaska, is hereby granted permission to proceed with the schooner "Anna Beck" in said writ mentioned, from this port to Port Townsend, W. T.

A. K. DELANEY,

Collector of Customs.

In the United States District Court, District of Alaska.

United States	} No. 82. Writ of <i>Venditioni Exponas</i> .
<i>vs.</i>	
Steam Schooner "Anna Beck."	

The President of the United States of America to the Marshal of the District of Alaska, greeting:

Whereas, a libel hath been filed in the District Court of the United States for the District of Alaska, on the 13th day of September, in the year of our Lord one thousand eight hundred and eighty-seven, by M. D. Ball, United States District Attorney against the steam schooner "Anna Beck," her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, for the reasons and caused in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said steam schooner, her tackle, apparel, engines and machinery, furniture and cargo may be cited in general and special to answer the premises and all proceedings being had the said steam schooner, her tackle, &c., may for the causes in the said libel mentioned, be condemned as forfeited to the use of the United States and praying that the same may be condemned and sold to answer the prayer of the said libellant, and whereas, the said steam schooner and cargo have been attached by the process issued out of the said District Court in pursuance of the said libel, and are now in custody by virtue thereof, and such proceedings have been thereupon had that by a definite sentence and decree of said court made and pronounced on the 11th day of October, 1887, and order of sale of the said court in this cause made on the

(Exhibit No. 66)

9th day of February, 1888, the cargo of said schooner consisting of 336 fur seal skins to be sold by you the said Marshal, at Sitka, in the District of Alaska, after giving at least thirty days notice, and the said steam schooner "Anna Beck," her tackle, apparel, engines and machinery and furniture, are to be sold by you the said Marshal, at Port Townsend or some other point on Puget Sound in Washington Territory, after ninety days notice of said sale, and that you pay the proceeds of such sale to the Clerk of this Court as required by law.

Now therefore you will execute said decree and order and return this writ and report the manner in which you have executed this order to the court.

Witness the Honorable LaFayette Dawson, Judge of said Court, at the City of Sitka, in the District of Alaska, this 10th day of February in the year of our Lord one thousand eight hundred and eighty-eight, and of our independence the one hundred and thirteenth.

H. E. HAYDON,
Clerk U. S. District Court.

(Endorsed)—No. 82. In the District Court, Judicial District, holding terms at Sitka, United States vs. Steam Schooner "Anna Beck." Writ of *Venditioni Exponas*. Filed this 24th day of Apr. 1889.

H. E. HAYDON,
Clerk.

30 And afterwards, to wit, on May 23, 1889, the following further proceedings were had, and appear of record in said cause, which are in words and figures following, to wit:

In the matter of the }
United States }
vs. }
Steam schooner "Dol- }
phin," et al. }

40 In the matter of the final report of Barton Atkins, Esq., United States Marshal for the District of Alaska, in the sale of the steam schooner "Dolphin," and other schooners, and certain seal skins seized, condemned and ordered to be sold under the order of this court.

Now on this 23d day of May, 1889, the said Barton Atkins, Esq., having heretofore filed his final account and report as United States Marshal, of his acts and doings in the sale of the steam schooner "Dolphin," and other schooners, and vessels named in said report, and of the furniture, tackle, and equipments of the same, and of certain seal skins set out therein, and Whit M. Grant, Esq., United States District Attorney for the District of Alaska, having filed his written exceptions to said report and the said report and the said exceptions having been submitted and considered by the court the following order is hereby made in regard to said report:

1st. It is ordered that the credit for a shortage of seven (7) seal skins in the lot of said seal skins sold at San Francisco, California, as stated in said final report be allowed to stand in favor of said Marshal.

2nd. That the credit of three hundred and ninety-six ⁴²/₁₀₀ (\$396.62) dollars taken by the said marshal, in said report as refunded from the proceeds of the said sales of vessels and seal skins to the appropriation for fees and expenses of the Marshal's office, stand as stated in said final report.

(Exhibit No. 66.)

3rd. That the exception to the item of thirty-one $\frac{11}{100}$ dollars for which credit is claimed in the report, as paid to Isaac Anderson at Oonalaska, Deputy Marshal is sustained and the Marshal shall be further charged with said amount because the voucher shows that it was for expenses not attending or belonging to the custody or the sale of any of said forfeited vessels.

10 4th. That the exception to the item eighty-four (\$84.00) dollars, paid from fees and expenses of the Marshal's office as guard on board the schooner "Challance" discharged by order of the Court, and reimbursement of which to the said fund of fees and expenses of Marshal's office from the proceeds of the sales of said forfeited vessels and said seal skins is asked is sustained, and it is hereby ordered that said reimbursement be not made to said fund of fees and expenses of Marshal's office and the Marshal be charged with said amount in said final report.

20 5th. That the exception to the item of five hundred and eight (\$508) dollars in said report in which the said Marshal claims a credit as auctioneer's commission paid by him, in the sale of the seal skins stated in said report as having been made in San Francisco, California, is overruled and it is ordered that said credit shall stand as stated in said report.

6th. That the exception to the item of four $\frac{79}{100}$ dollars for which the said Marshal claims a credit in said final report is overruled and the said credit shall stand as stated.

30 7th. That the exception to the claim of the said Marshal for a credit for a shortage of twenty five (25) seal skins in the lot of said seal skins sold under the order of the Court, at Sitka, Alaska, as stated in said final report be overruled and that said credit and deduction of twenty-five (25) seal skins be allowed to stand as stated.

8th. That the exception to the item of thirty-five (\$35) dollars expended by the Marshal from the fund of fees and expenses of Marshal's office in the care of the schooner "Sayward," released under bonds after condemnation by the Court and reimbursed from the proceeds of sales of schooners and seal skins is overruled and the item is allowed to stand in said report as stated.

9th. That the exception to the item of twenty one hundred and six $\frac{56}{100}$ dollars expended by the Marshal from the fund of fees and expenses of the Marshal's office and reimbursed from the proceeds of sales of forfeited schooners and seal skins is overruled, because said expenditure was made by order of the court in connection with schooners which were condemned by the court and afterwards released upon bond after such expenditure was made.

10th. That the exception to the item of one hundred and five (\$105) dollars, the amount paid to A. Rawlins for guarding forfeited schooners is overruled, satisfactory evidence has been furnished that the same has been made.

11th. That the exception to the item of fifteen $\frac{75}{100}$ (\$15.75) dollars dated July 1st, 1888, and paid from the fund of fees and expenses of Marshal's office, and refunded to the same from the proceeds of the sales of forfeited schooners and seal skins, is overruled.

60 12. That the exception to the item of twenty-five $\frac{25}{100}$ (\$25.95) dollars included in the voucher in favor of Isaac Anderson, on the ground that the amount has been duplicated, is overruled, because it does not appear to the entire satisfaction of the court that the same has been duplicated.

(Exhibit No. 66.)

It is further ordered that after the said report is corrected as directed herein, the same shall be spread in full upon the journal of the court, and actually transcribed thereon.

It is also ordered that the Clerk of this Court shall forward one copy of the said final report, duly certified to the Attorney General of the United States, and one copy of the same, so certified, to the Secretary of the Treasury, together with an abstract to accompany each of such sums separately stated that have been therein reported by the Marshal as having been refunded by him from time to time from the proceeds of sales of schooners and seal skins to the fund in his hands for the payment of fees and expenses of Marshal's office.

That in all respects the said final report after being corrected as ordered herein shall stand confirmed.

And afterwards, to-wit, on July 1st, 1889, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:

In the matter of the
United States
vs.
No. 82.

Steam schooner "Anna Beck."

This cause coming on to be further heard on the report of the sale of the said schooner "Anna Beck," made by T. J. Hamilton, United States Marshal for Washington Territory, and acting Deputy for Marshal of Alaska.

And it appearing to the Court that said sale was made by order of the United States Attorney General, on the writ of *venditioni exponas* issued out of this court, February 10th, 1888, and that said schooner was sold for the sum of \$907.00 cash, which sum less the expenses of said sale and the lawful fees of said Marshal amounting to \$852.93, have been paid into the Registry of this Court. That said schooner was sold to Crestoka Peterson, on the 26th day of March, 1889, and there appearing to the Court no lawful reason to the contrary, the said sale and the said expenditures made on account thereof are hereby ratified, approved and confirmed, and the Marshal shall execute a bill of sale to said purchaser.

The following additional portions of the foregoing record are not included in the above exhibit, and under the rights reserved for that purpose by counsel for the United States have been specified by them as a separate (U. S.) exhibit to be printed in connection therewith.

SUPPLEMENTAL (U. S.) EXHIBIT "A."

Return of writ of *venditioni exponas*.

The United States of America, } ss.:
District of Washington Territory, }

I, T. J. Hamilton, United States Marshal for the District of Washington Territory, do hereby certify that the annexed writ of *venditioni exponas* No. 82, issued out of the U. S. District Court of Alaska, which writ and steam schooner "Anna Beck," her tackle, apparel, engine and machinery, furniture and cargo, civil and maritime, were delivered to me at Port Townsend, W. T. on the 7th day of September, 1888 (in conformity to directions by telegram from the department of justice of the United States September 6th, 1888) by Barton Atkins, U. S. Marshal of the District of Alaska, excepting the cargo of said steam

(U. S. Exhibit A.)

schooner, consisting as recited in said writ of figures 336 fur seal skins, which were to be sold by the Marshall of Alaska, Sitka, in the District of Alaska.

In conformity with the directions of said writ, and the instructions from the Department of Justice of the United States, and from the District Court of Alaska, I did advertise said sale of the said steam schooner "Anna Beck," her tackle, apparel, engines and machinery, and furniture in the *Daily Call*, which is a weekly newspaper, published in the City of Port Townsend, in the County of Jefferson, in the Territory of Washington, at least once a week and was during all of the time of general circulation in said Jefferson County for ninety days, to-wit: from the 26th, day of December 1888 to the 26th, day of March 1889, and I did on the 26th day of March 1889, at Port Townsend, offer for sale, and did sell at public auction said steam schooner "Anna Beck," her tackle, apparel, engines, machinery, and furniture to Chestoka Peterson for \$907.00, cash in hand, he being the highest and best bidder for the same.

I now make return of said writ to the said Court with my report of the manner in which I have executed the same and pay into the Clerk of said Court the proceeds of said sale, after deducting the costs and fees of said sale, as follows, to-wit:

Costs.

30	Towing, mooring and docking, by L. B. Hastings, owner Str. "Enterprise," Voucher No. 1.....	\$40 00
	Marshal's Com. on proceeds of sale, \$907.00, 2% on 1st \$500, 1% on balance.....	14 07
	Amount returned to court.....	852 93
		<hr/> \$907 00

In witness whereof I have hereunto set my hand this 6th day of April, 1889, at Seattle in the Territory of Washington.

BARTON ATKINS,

U. S. Marshal for Alaska.

T. J. HAMILTON,

U. S. Marshal for Washington Territory and Deputy.

(Endorsed)—No. 82.—In the U. S. District Court, in and for the District of Alaska.—The United States vs. Steam Schooner "Anna Beck."—Writ of *Venditioni Exponas*.—Returned and filed April 24, 1889.—H. E. Hayden, Clerk.

UNITED STATES OF AMERICA,

In account with Commercial Wharf, Dr.

1889.

March 26 To berths at said wharf for schooners, "Grace," "Dolphin," "Ada," and "Anna Beck," for 15 days from September 7th to 21st inclusive and March 26th, 1889, at \$40.00 per month..... \$20 00

60 Received payment of T. J. Hamilton.
Port Townsend, W. T.
March 27, 1889.

J. A. KUHN,
Owner of said wharf.

(U. S. Exhibit A.)

District Court of Alaska such further proceedings as should be had herein.

BARTON ATKINS,
U. S. Marshal for the District of Alaska.

(Endorsed) No. 82.—In the District Court, Judicial District, holding terms at Sitka, United States, Plaintiff, vs. Schooner "Anna Beck, Defendant.—Writ of *Venditioni Exponas*.—Filed this 8th day of May, 1889.—H. E. Hayden, Clerk.

And afterwards to wit, on May 20th, 1889, the following further proceedings were had and appear of record, in said cause, which are in words and figures following to-wit:

	The United States	} No. 82.
	vs.	
20	Steam Schooner "Anna Beck."	

Now comes Barton Atkins, United States Marshal for the District of Alaska and returns the writ of *Venditioni Exponas* issued by order of the Court, February 10, 1888, and makes the following return in the presence of Whit M. Grant, United States District Attorney, that in accordance with the command therein did sell the cargo therein mentioned at Sitka, Alaska, on the 19th day of April, 1888, consisting of three hundred and thirty-six fur seal skins for the sum of one thousand one hundred fifty-nine and $\frac{20}{100}$ dollars (\$1,159.20) to A. C. Southerland, after giving thirty days' notice of sale. The purchaser above mentioned being the highest and best bidder at said sale, which sum I paid to the Clerk of the U. S. District Court on the 23d day of April, 1888, as commanded by said writ. At subsequent sales to April 19, 1888, I realized the sum of fifteen and $\frac{40}{100}$ (\$15.40) dollars on fixed ammunition and five compasses, which sum I return into court as commanded by said writ. I further certify that, as commanded by the within writ, I caused the said schooner "Anna Beck," with her tackle, &c., to be taken to Port Townsend, W. T., on the 19th day of July, 1888, and there advertised the same for sale, as commanded by said writ. On the 18th day of August, 1888, I received the following dispatch, to-wit: "Postpone sale of condemned schooners and await further instructions by mail." On the 6th day of September, 1888, I received further instructions from the Department of Justice for me to return to my district and to deputize T. J. Hamilton, U. S. Marshal for Washington Territory, and transfer custody of said schooner to him with full power to act. In accordance with said instructions, I did, on the 7th day of September, 1888, appoint T. J. Hamilton Deputy U. S. Marshal for the District of Alaska, and did transfer to him full custody of said schooner, together with the original writ of *Venditioni Exponas*, in this case, with instructions to report to the Hon. District Court of Alaska such further proceedings as should be had herein.

Upon motion of the United States District Attorney it is ordered and adjudged and decreed that said sales be confirmed.

(Exhibit No. 67.)

Claim No. 9, "Dolphin."**EXHIBIT NO. 67 (G. B.), CLAIM NO. 9.**

Copy of part of record and proceedings in United States District Court in Alaska in case of United States vs. "Dolphin."

The proceedings in this case were similar to those taken against the schooner "Anna Beck," shown in Exhibit No. 66 (G. B.), printed above, and by order of the Commissioners, on consent of counsel, the following portions only of this exhibit are printed:

In the United States District Court in and for the District of Alaska, United States of America.

To the Honorable Lafayette Dawson, Judge of said District Court:

The libel of information of M. D. Ball, Attorney of the United States for the District of Alaska, who prosecutes on behalf of the said United States, alleges and informs as follows, to wit:

That L. G. Shepard, an officer in the Revenue Marine Service of the United States, duly commissioned by the President of the United States, in command of the United States Revenue Cutter "Rush," and on special duty in the waters of the District of Alaska heretofore, to-wit: on the 12th day of July, A. D. 1887, within the limits of Alaska Territory, and in the waters thereof, and within the civil and judicial District of Alaska, to-wit: within the waters of that portion of Behring Sea belonging to the United States and said District, on waters navigable from the sea by vessels of ten (10) or more tons burden, seized the steam schooner "Dolphin," of Victoria, B. C., her tackle, apparel, boats, cargo and furniture, being the property of some person or persons unknown to said attorney. The property is more particularly described as follows, to-wit: Schooner "Dolphin" of Victoria, B. C. of 60 10/100 tons burden as per register, standing and running rigging, sails, engines and machinery, chronometer and nautical instruments, clock, lamps, carpenters tools, books, two anchors, casks, cooking and table utensils, preservers, three rifles, twenty shot guns, and ammunition for the same, and six hundred and eighteen fur seal skins, and all other property found upon or appurtenant to said steam schooner.

That said L. G. Shepard was then and there duly commissioned and authorized by the proper department of the United States to make said seizure. That all said property was then and there seized as forfeited to the United States for the following causes:

That said vessel, and her Captain, officers and crew were then and there found engaged in killing fur seal within the limits of Alaska Territory, and in the waters thereof, in violation of Section 1956 of the Revised Statutes of the United States.

That all the said property, after being seized as aforesaid was brought into the port of Sitka, in said District, and turned over to the United States Marshal of this District, with the exception of the said six hundred and eighteen (618) fur seal skins, which latter were brought into the port Oonalaska, in said territory, and delivered into the keeping of Isaac Anderson, a deputy United States Marshal of this District, and all of said property is now within the judicial District of Alaska, United States of America.

(Exhibit No. 67.)

And said M. D. Ball, attorney as aforesaid, further informs and alleges; that on the 12th day of July, A. D. 1887, J. D. Warner and certain other persons whose names are to the said United States attorney unknown, who were then and there engaged on board of said steam schooner "Dolphin" as seamen and seal hunters, did under the directions and by the authority of said J. D. Warner, then and there master of said schooner, engage in killing and did kill, in the territory and district of Alaska, and in the waters thereof, fifty fur seals, in violation of Section 1956 of the Revised Statutes of the United States, in such cases made and provided.

That six hundred and eighteen (618) fur seals so seized on board the steam schooner "Dolphin" constituted the cargo of said schooner at the time of the killing of said fur seals, and at the time of said seizure; and said attorney saith that all and singular the premises were and are true and within the admiralty and maritime jurisdiction of the United States, and of this Honorable Court, and that by reason thereof, and by force of the statutes in such cases made and provided, the aforementioned steam schooner being a vessel of 60 $\frac{1}{10}$ tons burden, and her sail apparel, tackle, boats, cargo and furniture become and are forfeited to the use of the said United States.

Wherefore, the said attorney prays that the usual process and monition of this Honorable Court issue in this behalf against said steam schooner, and all said hereinbefore described property, to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause on the return day of such process why said forfeiture should not be decreed, and that after due proceedings are had all said property be adjudged, decreed and condemned as forfeited to the use of the United States, and for such other relief as may be proper in the premises.

Dated September 13th, A. D. 1887.

M. D. BALL,
United States District Attorney,
for the District of Alaska.
By A. K. DELANEY,
Special Asst. Atty. for the U. S.

Endorsed—No. 79.—United States District Court.—District of Alaska.—The United States *vs.* steam schooner "Dolphin."—Libel of Information.—Filed Sept. 13th, 1887—H. E. Hayden, Clerk.—By A. A. Meyer, Deputy Clerk.

And afterwards, to wit, on Sept. 17th, 1887, a stipulation was filed in said cause, which is in words and figures following, to wit:

In the District Court of the Territory of Alaska.

The United States	}
<i>vs.</i>	
The British Schooners "Dolphin," "Anna Beck,"	
"Grace" and "Ada."	

It is hereby stipulated and agreed between the plaintiffs and the masters of the defendant schooners: that the demurrer filed in the matter of the information against J. D. Warren and the agreement therein shall apply to the libels filed or to be filed against the above vessels.

(Exhibit No. 67.)

It is further stipulated and admitted as a fact that the masters of the above vessels did kill seals during the month of July, 1887, in that portion of Behring Sea claimed by the United States under the treaty of 1867, between Russia and the United States, and beyond the limit of ten miles from the nearest land.

It is further stipulated that in case the vessels or any of them shall be condemned by any order of the Court, that the same shall not be sold until the expiration of three months from the publication of any order ordering such sale. And that such sale shall take place at Port Townsend or some other point on Puget Sound.

It is further stipulated that the defendants may give security for appeal to the Supreme Court of the United States or such other court as may have jurisdiction by bonds of any qualified bondsmen in Washington Territory, Oregon, or California.

Upon the question of fact thus agreed upon, the parties submit the cases to the Court upon the law question raised by the demurrer.

10th September, 1887.

On behalf of the masters of the above schooners.

M. W. DRAKE.

A. K. DELANEY, Atty for U. S.

(Endorsed)—No. 79.—In the District Court, District of Alaska.—The United States *vs.* Schooners "Dolphin," "Anna Beck," "Grace" and "Ada."—Stipulation.—Filed Sept. 13, 1877.—H. E. Haydon, Clerk.—By A. A. Meyer, Deputy Clerk.

PARTICULARS OF ENGAGEMENT.

40	Signatures of Crew.	Age.	In what capacity engaged and if Master or Engineer or Mate. No. of his Certifi.	Amount of Wages per week. calendar month. Sharer on voyage.	Amount of Wages advanced on entry.
	1. Michael Keefe.....		Master.		
	William Warren.....	19	Engineer.	\$40 00 per mo.	\$40 00
	John Rill.....	27	Mate & Trader.	45 00 per mo.	None.
	William Wards.....	24	Cook & Steward.	30 00 per mo.	None.
50	W. Hallgreen.....	22	Boatswain & A. B.	30 00 per mo.	None.
	J. D. Warren.....	50	Boat Master.		
	John Douglas.....	29	Boat Puller.	35 00 per mo.	None.
	C. F. Dillon.....	27	Hunter.	as per agreement.	None.
	Will Ruddock.....	31	Boat Puller.	"	None.

And afterwards, to-wit, on October 11, 1887, the following further proceedings were had and appear of record in said cause, which is in words and figures following, to-wit:

(Exhibit No. 67.)

IN THE UNITED STATES DISTRICT COURT,
DISTRICT OF ALASKA.

United States
 vs.
 Steam Schooner "Dolphin." } No. 79. Decree.

This cause coming on to be heard this 11th day of October, 1887.

The marshal having returned on the monition issued to him in the above entitled cause, that in obedience thereto he had attached the said steam schooner "Dolphin," her tackle, apparel, boats, cargo and six hundred and eighteen (618) fur seal skins, furniture and engines and machinery, and has given due notice to all persons claiming the same to appear before this Court on the 3rd day of October, 1887, at 10 o'clock A. M. at the District Court of Alaska, United States of America, then and there to interpose their claims and make their allegations in that behalf, and T. H. Cooper having heretofore filed his claim as the owner of all of said property, and no other person having appeared, and no other claim having been filed by or for any other person, and the said claimant having filed a demurrer to the libel of information herein, and also a stipulation admitting that the fur seals of which the skins were found and seized on said steam schooner "Dolphin" were killed in that part of Behring Sea claimed by the United States, and beyond the limit of ten miles from the nearest land, A. K. Delaney appearing for the United States and W. Clark appearing for said claimant, and said cause being submitted to the Court, and the Court being advised in the premises, it is ordered that the said demurrer be overruled, and the said claimant refusing to plead, said cause is submitted to the Court upon the pleadings, proofs and stipulation filed herein, and the Court being advised in the premises, and having filed his findings of facts and conclusions of law herein, it ordered, adjudged and decreed:

1st. That all persons whatsoever other than the said claimant be and they are decreed to be contumacy and default.

2nd. That said steam schooner "Dolphin," her tackle, apparel, boats, cargo and six hundred and eighteen (618) fur seal skins, furniture and engines and machinery be and the same are hereby condemned as forfeited to the use of the United States, saving to the officers and men on said vessel their own private property, such as nautical instruments, etc.

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of the Court, the usual writ of *venditioni exponas* be issued to the Marshal commanding him to sell all the property, the said steam schooner "Dolphin" to be sold at Port Townsend or some other point on Puget Sound, in Washington Territory, and after ninety notice of said sale.

That the proceedings of the sale of said property be brought into this court to be deposited subject to its order and to be distributed according to law.

That the costs herein be taxed and awarded against the said claimant.

Dated October 11, 1887.

(Signed)

LAFAYETTE DAWSON,
 District Dawson.

(Exhibit No. 67.)

(Endorsed)—No. 79.—United States *vs.* Steam Schooner "Dolphin."—Decree.—Filed October 11, 1887.—H. E. Haydon, Clerk.

And afterwards, to wit, on April 14th, the defendant filed motion for leave to perfect appeal, which is in words and figures following, to wit:

10 In the United States District Court for the District of Alaska. Hon. Lafayette Dawson, Judge.
Special Term.

The United States, Pltf.,	} No. 79. Motion for leave to continue and complete appeal.
<i>vs.</i>	
The British-American Steam Schooner "Dolphin," and Cargo, Defts.	

20 Comes now M. P. Berry, Proctor, intervening for and on behalf of the owners of the above named vessel and cargo and prays the Court for leave to complete the appeal as per the stipulations that are of record in said cause.

M. P. BERRY,

Proctor for Owners.

(Endorsed—No. 79.—In the United States District Court for the District of Alaska.—Hon. Lafayette Dawson, Judge.—Special Term. The United States Plaintiff *vs.* The British-American Steam Schooner "Dolphin" and cargo, Defendants.—Motion for leave to perfect appeal.—Filed in open court April 14, 1886.—
30 H. E. Haydon, Clerk.—M. P. Berry, Proctor.

And afterwards, to wit, on Feb. 10th, 1888, a writ of *venditioni exponas* was issued in said cause, which, with the Marshal's return, is in words and figures following, to wit:

In the United States District Court, District of Alaska.

United States	} No. 79. Writ of <i>Venditioni Exponas</i> .
<i>vs.</i>	
40 Steam Schooner "Dolphin." }	

The President of the United States of America to the Marshal of the District of Alaska, Greeting:

Whereas, a libel hath been filed in the District Court of the United States for the District of Alaska, on the 13th day of September, in the year of our Lord one thousand eight hundred and eighty-seven, by M. D. Ball, United States District Attorney, against the Steam Schooner "Dolphin," her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, for the reasons
50 and causes in said libel mentioned, and praying the usual process and monition of said court in that behalf to be made, and that all persons interested in the said steam schooner, her tackle, apparel, engines and machinery, furniture and cargo may be cited in general and special to answer the premises, and all proceedings being had that the said steam schooner, her tackle, apparel, etc., may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same may be condemned and sold, to answer the prayer of the said
60 libelants, and whereas the said steam schooner and cargo have been attached by the process issued out of the said court in pursuance of the said libel and are now in custody by virtue thereof and such proceedings have been thereupon had, that by a definite sentence and decree of said court made and pronounced on the 11th day of October,

(Exhibit No. 67.)

1887, and an order of sale of the said court in this cause made on the 9th day of February, 1888, the cargo of said steam schooner, consisting of six hundred and eighteen (618) fur seal skins, to be sold by you, the said Marshal, at Sitka, in the District of Alaska, after giving at least 30 days' notice, and the said steam schooner "Dolphin," her tackle, apparel, engines, machinery and furniture, are to be sold by you, the said Marshal, at Port Townsend or some other point on Puget Sound, in Washington Territory, after 90 days' notice of said sale, and that you pay the proceeds of such sale to the Clerk of this Court, as required by law.

Now, therefore, you will execute said decree and order and return this writ, and report the manner in which you have executed this order to this court.

Witness, the Honorable Lafayette Dawson, Judge of said Court at Sitka, in the District of Alaska, this 10th day of February, in the year of our Lord one thousand and eight hundred and eighty-eight, and of our independence the one hundred and thirteenth.

H. E. HAYDON,

Clerk of the U. S. Dist. Court.

(Copy.)

In the United States District Court, District of Alaska.

United States

vs.

Steam Schooner "Dolphin,"	{	No. 79. Writ of <i>Venditioni</i> <i>Exponas</i> .
---------------------------	---	---

30 The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

Whereas, a libel hath been filed in the District Court of the United States for the District of Alaska, on the 13th day of September, in the year of our Lord one thousand eight hundred and eighty-seven, by M. D. Ball, United States District Attorney, against the steam schooner "Dolphin," her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, for the reasons and causes in the libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made and that all persons interested in the said steam schooner, her tackle, apparel, engines and machinery, furniture and cargo may be cited in general and special to answer the premises and all proceedings being had that the said steam schooner, her tackle, &c., may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States and praying that the same may be condemned and sold to answer the prayer of the said libellants, and whereas the said steam schooner and cargo have been attached by the process issued out of the said District Court in pursuance of the said libel and are now in the custody by virtue thereof, and such proceedings have been thereupon had that by a definite sentence and decree of said Court made and pronounced on the 11th day of October, 1887, and an order of sale of said Court in this cause made on the 9th day of February, 1888, the cargo of said steam schooner consisting of six hundred and eighteen (618) fur seal skins, to be sold by you the said Marshal, at Sitka, in the District of Alaska, after giving at least thirty days' notice, and the said steam schooner "Dolphin," her tackle, apparel, engines, machinery and furniture, are to be sold by you, the said Marshal, at Port Townsend, in Washington Territory, after ninety days notice of said sale, and that you pay the proceeds of such sale to the Clerk of this Court as required by law.

(Exhibit No. 67.)

Now, therefore, you will execute said decree and order and return this writ and report the manner in which you have executed this order to this court.

Witness the Honorable Lafayette Dawson, Judge of said Court, at the City of Sitka, in the District of Alaska, this 10th day of February, in the year of our Lord one thousand eight hundred and eighty-eight, and of our independence the one hundred and thirteenth.

H. E. HAYDON,

[SEAL.]

Clerk of the U. S. Dist. Court.

(Endorsed)—No. 79.—In the District Court, Judicial District, holding terms at Sitka.—United States, Plaintiff vs. Steamer Schooner "Dolphin," Defendant.—Writ of *Venditioni Exponas*.—Filed this 5th day of May, 1889.—H. E. Haydon, Clerk.

20 (Copy.) DEPARTMENT OF STATE.
WASHINGTON, October 27, 1888.

The Honorable The ATTORNEY GENERAL.

SIR:

Referring to previous correspondence concerning the disposition of the British vessels, "Grace," "Dolphin" and "Anna Beck," condemned for taking seals illicitly in Behring's Sea. I have the honor to acknowledge the receipt of your letter of the 20th instant on the subject, and to say in reply that under the circumstances the wiser course for all concerned is to let the sale take place at once, as delay is impracticable and can only be productive of loss.

I have the honor to be, sir,

Your obedient servant,

T. F. BAYARD.

(Copy.)

S. G.

File No. 6384-1886.

W. J. H.

40 DEPARTMENT OF JUSTICE.
WASHINGTON, November 14, 1888.

T. J. HAMILTON,

Deputy U. S. Marshal,

Seattle, Washington Territory.

SIR:

I transmit herewith a copy of a letter of the 27th ultimo from the Secretary of State. In accordance with the suggestion made to him, you will proceed to take the necessary steps for the sale of the vessels left in your charge, and make the sale as speedily as it can be done consistently with the interests of the Government. This embraces the "Ada" as well as the three referred to by the Secretary of State. If it be necessary to have additional writs in order to effect the sale legally, see that you have the proper process. If you can make the sale under the present writs, proceed immediately, and make returns according to law.

Very respectfully,

A. H. GARLAND,

Attorney General.

60

The following portions of the proceedings against the "Dolphin" were not offered as part of Exhibit 67 (G. B.), printed above, and under the rights reserved for that pur-

(U. S. Exhibit B.)

pose by the counsel for the United States have been specified by them as a separate (U. S.) exhibit to be printed in connection therewith.

SUPPLEMENTAL (U. S.) EXHIBIT "B."

MARSHAL'S RETURN ON WRIT OF VENDITIONI EXPOSAS.

10 UNITED STATES OF AMERICA, } ss.
District of Washington Territory. }

I, T. J. Hamilton, United States Marshal for the District of Washington Territory, do hereby certify that the annexed writ of *venditioni exponas*, No. 79, issued out of the U. S. District Court of Alaska, Feb. 10, 1888, directed to the Marshal of the District of Alaska, which writ and steam schooner "Dolphin," her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, were delivered to me at Port Townsend, W. T.,
20 on the 7th day of September, 1888 (in conformity to directions by telegram from the Department of Justice of the United States, September 6, 1888), by Barton Atkins, U. S. Marshal of the District of Alaska, excepting the cargo of the said steam schooner, consisting, as recited in said writ, of six hundred and eighteen (618) fur seal skins, which were to be sold by the Marshal of Alaska in Sitka, in the District of Alaska.

In conformity with the directions of said writ, and the instructions from the Department of Justice of the United States, and from the District Court of Alaska, I did advertise said sale of the said steam schooner "Dolphin," her tackle, apparel, engines, machinery and furniture in the *Daily Call*, which is a weekly newspaper, published at the city of Port Townsend, in the county of Jefferson, in the Territory of Washington, at least once a week, and was during all of the time of general circulation in said Jefferson County, for ninety days, to-wit, from the 26th day of December, 1888, to the 26th day of March, 1889,
30 at Port Townsend, offer for sale, and did sell at public auction said steam schooner "Dolphin," her tackle, apparel, engines, machinery and furniture to William Olson for \$1,225.00, cash in hand, he being the highest and best bidder for the same.

I now make return of said writ to the said Court with my report of the manner in which I have executed the same, and pay into the Clerk of the said Court the proceeds of said sale, after deducting the costs and fees of said sale as follows, to wit:

50	Costs.	
	Towing, Mooring and Docking.	
	By L. B. Hastings, owner Str. "Enterprise."	
	Voucher No. 1.....	\$40 00
	Marshal's Commission on proceeds of sale \$1,225,	
	2% on first \$500, 1% on balance	17 25
	Amount returned into Court.....	1,167 75

\$1,225 00

In witness whereof I hereunto set my hand this 6th day
60 of April, 1889, at Seattle in the Territory of Washington.

BARTON ATKINS,

U. S. Marshal for Alaska,

By T. J. HAMILSTON,

U. S. Marshal for Washington Ter.,

Deputy.

(Exhibit No. 68.)

(Endorsed).--No. 79.--In the U. S. District Court, in and for the District of Alaska.--The United States *vs.* steam Schooner "Dolphin."--Writ of *Venditioni Exponas*.--Returned and filed April 24, 1889.--H. E. Haydon, Clerk.

RETURN ON WRIT OF VENDITIONI EXPONAS.

10 United States }
 vs.
 Schr. "Dolphin." }

I hereby certify and return that I received the within writ of *Venditioni Exponas* on the 10th day of February, 1888, and in accordance with command therein, I did sell the cargo therein mentioned, in Sitka, Alaska, on the 19th day of , 1888, consisting of five hundred and ninety-six (596) fur seal skins for the sum of two thousand two hundred and thirty-five dollars, to J. D. Warren, 20 after giving thirty days' notice of said sale. The purchaser above mentioned being the highest and best bidder at said sale. Also a number of guns, for the sum of two hundred ninety-nine and $\frac{50}{100}$ dollars, which I paid to the Clerk of the U. S. District Court, on the 23d day of April, 1888, as commanded by said Court.

At sales subsequent to April 19th, 1888, I realized sixty-two and $\frac{40}{100}$ dollars on guns, ammunition, etc., which I now return into Court as commanded by said writ: I further certify that, as commanded by the within 30 writ, I caused the said schooner "Dolphin," with her tackle, etc., to be taken to Port Townsend, W. T., on the 19th day of July, 1888, and there advertised the same for sale, as commanded by said writ. On the 18th day of August, 1888, I received the following dispatch from the Department of Justice, to-wit: "Postpone sale of the condemned schooners, and await further instructions by mail." On the 6th day of September, 1888, I received further instructions from the Department of Justice, for me to return to my District and to deputize T. J. Hamilton, 40 U. S. Marshal for Washington Territory, and transfer custody of said schooners to him, with full power to act. In

accordance with said instructions, I did on the 7th day of September, 1888, appoint T. J. Hamilton Deputy Marshal for the District of Alaska, and transfer to him full custody of said schooner, together with the original writ of *Venditioni Exponas* in this case, with instructions to report to the Honorable District Court of Alaska such further proceedings as should be had herein.

50 BARTON ATKINS,
 U. S. Marshal for the District of Alaska.

— — —
Claim No. 10. "Grace."

EXHIBIT No. 68 (G. B.), CLAIM No. 10.

Copy of part of record and proceedings in United States District Court in Alaska in case of United States *vs.* 60 "Grace."

The proceedings in this case were similar to those taken against the schooner "Anna Beck," shown in Exhibit No. 66 (G. B.) printed above, and by order of the Commissioners, on consent of counsel, the following portions only of this exhibit are printed.

(Exhibit No. 62.)

In the United States District Court, in and for the District of Alaska, United States of America.

To the Honorable LaFayette Dawson, Judge of said District Court:

The libel of information of M. D. Ball, Attorney of the United States for the District of Alaska, who prosecutes on behalf of the said United States, in the name and on behalf of the said United States, alleges and informs as follows, to wit:

That L. G. Shepard, an officer in the Revenue Marine service of the United States, duly commissioned by the President of the United States, in command of the United States Revenue Cutter "Rush," and on special duty in the waters of the District of Alaska, heretofore, to wit, on the 17th day of July, A. D. 1887, within the limits of Alaska Territory and in the waters thereof and within the civil and judicial District of Alaska, to wit: within the 20 waters of that portion of Behring Sea belonging to the United States and said District, on waters navigable from the sea by vessels of ten or more tons burden, seized the steam schooner "Grace," of Victoria, B. C., her tackle, apparel, boats, cargo and furniture, being the property of some person or persons unknown to said Attorney. The property is more particularly described as follows, to wit: Steam Schooner "Grace," of Victoria, B. C., 76.86 tons burden as per register, engines and machinery, standing and running rigging, sails, chronometer and nautical instruments, clock, lamps, carpenters' tools, books, two 30 anchors, casks, cooking utensils, provisions, two rifles and six shot-guns, and ammunition for the same and seven hundred and sixty-nine (769) fur seal skins, and all other property found or appurtenant to said steam schooner. That said L. G. Shepard was then and there duly commissioned and authorized by the proper department of the United States to make said seizures.

That all said property was then and there seized as forfeited to the United States for the following causes:

40 That the said vessel, her officers and crew were then and there found engaged in killing fur seals within the limits of Alaska Territory and in the said waters thereof, in violation of Section 1956, of the Revised Statutes of the United States.

That all the said property after being seized as aforesaid was brought into the Port of Sitka, in said District, and turned over to the United States Marshal of this District, with the exception of the said seven hundred and sixty-nine (769) fur seal skins, which latter were brought into 50 the Port of Oonalaska and delivered into the keeping of Isaac Anderson, a Deputy United States Marshal of this District, and all of the said property is now within the Judicial District of Alaska, United States of America.

And said M. D. Ball, attorney as aforesaid, further informs and alleges: That on the 17th day of July, A. D. 1887, Wm. Petit, and certain other persons whose names are to the said United States attorney unknown, who were then and there engaged on board the said steam schooner "Grace" as seamen and seal hunters, did under 60 the directions and by the authority of said Wm. Petit, then and there master of said schooner, engage in killing and did kill in the Territory and District of Alaska, and in the waters thereof, fifty fur seals, in violation of Section 1956 of the Revised Statutes of the United States, in such cases made and provided. That the said seven hundred

(Exhibit No. 68.)

and sixty-nine (769) fur seal skins and other goods so seized on board the steam schooner "Grace" constituted the cargo of said steam schooner at the time of the killing of the said fur seals and at the time of said seizure.

And said attorney saith that all and singular the premises were and are true, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court, and that by reason thereof, and by force of the statutes in such cases made and provided, the aforementioned steam schooner being a vessel of 60.10 tons burden, and her said apparel, tackle, boats, cargo and furniture become and are forfeited to the use of the said United States.

Wherefore the said attorney prays that the usual process and monition of this Honorable Court issue in this behalf against said schooner and all said hereibefore described property to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause, on the return day of said process why said forfeiture should not be decreed; and that after due proceedings are had, all said property be adjudged, decreed and condemned as forfeited to the use of the United States, and for such other relief as may be proper in the premises.

Dated

M. D. BALL,

United States District Attorney for the District of Alaska, by A. K. Delaney, Special Asst. Atty. for U. S.

(Endorsed)—No. 80.—United States District Court, District of Alaska.—The United States vs. Steam Schooner Grace.—Libel of Information.—Filed Sept. 13, 1887.—H. E. Haydon, Clerk.—By A. A. Meyer, Deputy Clerk.

LIST OF PERSONS COMPOSING THE CREW OF THE STEAM SCHOONER "GRACE" OF VICTORIA, B. C., WHEREOF WM. PETIT IS MASTER, BOUND FOR N. P. OCEAN AND BEHRING SEA.

Names.	Age.	In what capacity.	Amount of wages.	Amount of wages advanced on entry.
		28529		
Wm. Petit	37	Master.		
H. Norman	38	Mate and Engineer.	\$40 00	\$20 00
R. H. Craig	38	Cook and Steward.	30 00	None
50 John X. Richards..	40	A. B.	30 00	"
Peter X. Murchison..	30	Hunter to receive \$1.00 each skin shot by himself.		
Wind Thompson....	28	Boat Puller to receive 80c. each skin shot by himself.		
Jas. Watson.....	29	Cook and A. B.	30 00	None
Jno. Anderson.....	24	Mate	30 00	"
" Jim Chinaman"....	26	Cook	25 00	"
Jno. Colburn.....	34	Boat Puller and Steerer. To receive 40c. for each skin, Pupa 30c.		
60 H. Norman.....	38	Engineer	40 00	None
George W. Dillon...	32	Hunter as per agreement.		

(Exhibit No. 68.)

And afterwards, to wit, on October 11, 1887, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

In the United States District Court, District of Alaska.

	United States	} No. 80. Decree.
10	vs.	
	Steam Schooner "Grace."	

This cause coming on to be heard this 11th day of October, 1887.

The Marshal having returned on the monition issued to him in the above-entitled cause that in obedience thereto he had attached the steam schooner "Grace," her tackle, apparel, boats, cargo and seven hundred and sixty-nine (769) fur seal skins, furniture and engines and machinery 20 and has given due notice to all persons claiming the same to appear before this court on the 3rd day of October, 1887, at 10 o'clock, A. M., at the District Court of Alaska, United States of America, then and there to interpose their claims and make their allegations in that behalf, and T. H. Cooper having heretofore filed his claim as the owner of all said property, and no other person having appeared and no other claim having been filed by or for any other person and the said claimant having filed a demurrer to the libel of information herein and also a stipula- 30 tion admitting that the fur seals of which the skins were found and seized on said steam schooner "Grace" were killed in that part of Behring Sea claimed by the United States, and beyond the limit of ten miles from the nearest land, A. K. Delaney appearing for the United States and W. Clark appearing for said claimant and said cause being submitted to the Court and the Court being advised in the premises it is ordered that the said demurrer be overruled, and the said claimant refusing to plead, said cause is submitted to the Court upon the pleadings, proofs 40 and stipulation filed herein, and the Court being advised in the premises and having filed his findings of facts and conclusions of law herein, it is ordered, adjudged and decreed:

1st. That all persons whatsoever other than the said claimant be and they are agreed to be in contumacy and default.

2nd. That the said steam schooner "Grace," her tackle, apparel, boats, cargo and seven hundred and sixty-nine (769) fur seal skins, furniture and engines, machinery, be 50 and the same are hereby condemned as forfeited to the use of the United States, saving to the officers and men on said vessel their own private property, such as nautical instruments, etc.

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of the Court, the usual writ of *Venditioni Exponas* be issued to the Marshal commanding him to sell all the property, the said steam schooner "Grace" to be sold at Port Townsend or some other point on Puget Sound in 60 Washington Territory and after ninety days' notice of said sale.

4th. That the proceedings of the sale of said property be brought into this Court to be deposited subject to its order and to be distributed according to law.

(Exhibit No. 68.)

That the costs herein be taxed and awarded against the said claimant.

Dated October 11, 1887.

(Signed.) LA FAYETTE DAWSON,
District Judge.

(Endorsed)—United States *vs.* Steam Schooner "Grace."

—Decree.—Filed, October 11, 1887.—H. E. Haydon,
Clerk.

10 In the United States District Court, District of Alaska.

United States } No. 80. Writ of *Venditioni*
vs. } *Exponas.*
Steam Schooner "Grace."

The President of the United States of America, to the
Marshal of the District of Alaska, greeting:

Whereas, a libel hath been filed in the District Court of
the United States for the District of Alaska, on the 13th
day of September, in the year of our Lord one thousand
20 eight hundred and eighty-seven, by M. D. Ball, United
States District Attorney, against the Steam Schooner
"Grace," her tackle, apparel, engines and machinery,
furniture and cargo, civil and maritime, for the reasons
and causes in said libel mentioned, and praying the usual
process and monition of the said Court in that behalf to be
made, and that all persons interested in the said steam
schooner, her tackle, apparel, engines and machinery, fur-
niture and cargo, may be cited in general and special to
answer the premises and all proceedings being had the
30 said steam schr., her tackle, etc., may for the causes
in the said libel mentioned be condemned as forfeited to
the use of the United States, and praying that the same
may be condemned and sold to answer the prayer of the
said libellant, and whereas the said steam schooner and
cargo have been attached by the process issued out of the
said District Court in pursuance of the said libel and are
now in custody by virtue thereof and such proceedings
have been thereupon had that a definite sentence and de-
40 cree of said Court made and pronounced on the 11th day
of October, 1887, and an order of sale of the said Court in
this cause made on the 9th day of February, 1888,
the cargo of said steam schooner consisting of 769 fur
seal skins to be sold by you the said Marshal, at Sitka,
in the District of Alaska, after giving at least thirty days
notice and the said steam schooner "Grace," her tackle,
apparel, engines and machinery and furniture, are to be
sold by you the said Marshal, at Port Townsend or some
other point on Puget Sound, in Washington Territory,
after ninety days notice of said sale, and that you pay the
50 proceeds of such sale to the clerk of this Court, as re-
quired by law.

Now therefore you will execute said decree and order
and return this writ and report the manner in which you
have executed this order to the Court.

Witness the Honorable La Fayette Dawson, Judge of
said Court, at the City of Sitka, in the District of Alaska,
this 10th day of February in the year of our Lord one
thousand eight hundred and eighty eight, and of our inde-
pendence the one hundred and thirteenth.

60 H. E. HAYDON,
Clerk U. S. District Court.

(Endorsed)—No. 80.—In the District Court, Judicial Dis-
trict, holding terms at Sitka.—United States *vs.* steam
schooner "Grace."—Writ of *Venditioni Exponas.*—
Filed this 24th day of Apr., 1889.—H. E. Haydon,
Clerk.

(Exhibit No. 68.)

In the United States District Court, District of Alaska.
 United States }
vs. } No. 80. Writ of *Venditioni*
 Steam Schooner "Grace." } *Exponas.*

The President of the United States of America, to the Marshal of the District of Alaska, greeting:

Whereas, a libel hath been filed in the District Court of the United States for the District of Alaska, on the 13th day of September, in the year of our Lord one thousand eight hundred and eighty-seven, by M. D. Ball, United States District Attorney against the steam schooner "Grace," her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said steam schooner, her tackle, apparel, engines and machinery, furniture and cargo may be cited in general and special to answer the premises and all proceedings being had the said steam schooner, her tackle, &c., may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same may be condemned and sold to answer the prayer of the said libellant, and whereas the said steam schooner and cargo have been attached by the process issued out of the said District Court in pursuance of the said libel and are now in custody by virtue thereof, and such proceedings have been thereupon had that by a definite sentence and decree of said court made and pronounced on the 11th day of October, 1887, and an order of sale of the said court in this cause made on the 9th day of February, 1888, the cargo of schooner consisting of 769 fur seal skins to be sold by you, the said Marshal, at Sitka, in the District of Alaska, after giving at least thirty days notice, and the said steam schooner "Grace," her tackle, apparel, engines and machinery and furniture, are to be sold by you the said Marshal, at Port Townsend, or some other point on Puget Sound in Washington Territory, after ninety days notice of said sale, and that you pay the proceeds of such sale to the Clerk of this Court as required by law.

Now, therefore, you will execute said decree and order and return this writ and report the manner in which you have executed this order to the Court.

Witness the Honorable LaFayette Dawson, Judge of said Court, at the City of Sitka, in the District of Alaska, this 10th day of February, in the year of our Lord one thousand eight hundred and eighty-eight, and of our independence the one hundred and thirteenth.

H. E. HAYDON,

Clerk U. S. District Court.

(Endorsed.)—No. 80.—In the District Court.—Judicial District, holding terms at Sitka.—United States *vs.* Steam Schooner "Grace"—Writ of *Venditioni Exponas.*—Filed this 8th day of May, 1889.—H. E. Haydon, Clerk.

The following portions of the proceedings against the "Grace" were not offered as part of Exhibit 68 (G. B.), printed above, and under the rights reserved for that purpose by the counsel for the United States have been specified by them as a separate (U. S.) exhibit to be printed in connection therewith.

(U. S. Exhibit "C.")

SUPPLEMENTAL (U. S.) EXHIBIT "C."

RETURN ON WRIT OF VENDITIONI EXPONAS.

THE UNITED STATES OF AMERICA, } ss.:
District of Washington Territory, }

I, T. J. Hamilton, United States Marshal for the District of Washington Territory, do hereby certify that the annexed writ of *Venditioni Exponas* No. 82, issued out of the U. S. District Court of Alaska, which writ and steam schooner "Grace," her tackle, apparel, engines and machinery, furniture and cargo, civil and maritime, were delivered to me at Port Townsend, W. T., on the 7th day of September, 1888 (in conformity to directions by telegram from the Department of Justice of the United States September 6, 1888) by Barton Atkins, U. S. Marshal of the District of Alaska, excepting the cargo of said steam schooner, consisting, as recited in said writ, of 769 fur seal skins, which were to be sold by the Marshal of Alaska in Sitka, in the District of Alaska.

In conformity with the directions of said writ, and the instructions from the Department of Justice of the United States, and from the District Court of Alaska, I did advertise said sale of the said steam schooner "Grace," her tackle, apparel, engines and machinery and furniture in the *Daily Call*, which is a weekly newspaper, published at the City of Port Townsend, in the County of Jefferson, in the Territory of Washington, at least once a week, and was during all of the time of general circulation in said Jefferson County for ninety days, to wit: From the 26th day of December, 1888, to the 26th day of March, 1889; and I did on the 26th day of March, 1889, at Port Townsend, offer for sale and did sell at public auction said steam schooner "Grace," her tackle, apparel, engines and machinery and furniture to Carrington & Lowe for \$1,525, cash in hand, they being the highest and best bidders for same.

I now make return of said writ to the said Court, with my report of the manner in which I have executed the same, and pay into the Clerk of said Court the proceeds of such sale, after deducting the costs and fees of said sale as follows, to wit:

COSTS.

Towing, mooring and docking by

L. B. Hastings, owner Str. "Enterprise."

Voucher No. 1..... \$40 00

Wa fage, J. A. Kuhn, voucher No. 2..... 20 00

Marshal's com. on proceeds of sale.

\$1,525.00, 2% on 1st. \$500.00, 1% on balance..... 20 25

Amount returned into Court..... 1,444 75

\$1,525 00

In witness whereof I have hereunto set my hand this 6th day of April, 1889, at Seattle in the Territory of Washington.

BARTON ATKINS,

U. S. Marshal for Alaska.

By T. J. HAMILTON,

U. S. Marshal for Washington Territory
and Deputy.

(Endorsed)—No. 80.—In the U. S. District Court, in and for the District of Alaska.—The United States vs. Steam Schooner "Grace."—Writ of *Venditioni Exponas*.—Returned and filed April 24th, 1889.—H. E. Haydon, Clerk.

(U. S. Exhibit "C.")

UNITED STATES OF AMERICA,
IN account with COMMERCIAL WHARF, Dr.

1889.

March 26. To berths at said wharf for schooners
"Grace," "Dolphin," "Ada," and
"Anna Beck," for 15 days, from
September 7th to 21st, inclusive,
10 and March 26th, 1889, at \$40.00
per mth. \$20 00
Received payment of T. J. Hamilton.
Port Townsend, W. T., March 27th, 1889.
J. A. KUHN,
Owner of said wharf.

1.

HASTINGS STEAMBOAT COMPANY.

Port Townsend, W. T., March 28, 1889.

United States to steamer "Enterprise," Dr.

20 1888.

Sept. 20. To towing schooner "Grace" from
Commercial dock, Port Townsend,
to head of Port Townsend Bay,
and mooring \$20 00
Mch. 26. To towing schooner "Grace" from
head of Port Townsend Bay and
docking at Commercial wharf,
Port Townsend 20 00

30

Received from U. S. Marshal T. J. Hamilton the sum
of forty (\$40.00) in full for above amount.

L. B. HASTINGS,

Owner Str. "Enterprise."

MARSHAL'S RETURN ON WRIT OF VENDITIONI EXPOSAS.

United States vs. Schooner "Grace."

Received the within writ of *venditioni exponas* on the
40 10th day of February, A. D. 1888, and in accordance with
the command therein, I did sell the cargo therein men-
tioned at Sitka, Alaska, on the 19th day of April, 1888,
consisting of seven hundred and sixty-nine fur sealskins
for the sum of two thousand five hundred and thirty-
seven and $\frac{7}{100}$ (\$2,537.70) dollars to J. D. Warren after
giving thirty days notice of said sale. The purchaser
being the highest and best bidder at said sale; also a num-
ber of guns for the sum of ninety-one and $\frac{5}{100}$ (\$91.50) dol-
lars, making a total of two thousand six hundred twenty-
50 nine and $\frac{20}{100}$ (\$2,629.20) dollars, which I paid to the Clerk
of the U. S. Court on the 23rd day of April, 1888, as com-
manded by said writ.

At sales subsequent to April 19, 1888, I realized one
hundred thirty-five and $\frac{27}{100}$ (\$135.27) dollars on guns,
ammunition, etc., which I now return into Court as com-
manded by said writ.

I further certify that, as commanded by the within
writ, I caused the said schooner "Grace," with her
tackle, etc., to be taken to Port Townsend, in the Terri-
60 tory of Washington, on the 19th day of July, 1888, and
there advertised the same for sale, as commanded by said
writ. On the 18th day of August, 1888, I received the
following dispatch from the Department of Justice, to wit:
"Postpone sale of condemned schooners, and await
further instructions by mail," and on the 6th day of Sep-

(Exhibit No. 69.)

tember, 1888, I received further instructions from the Department of Justice for me to return to my District, and to deputize T. J. Hamilton, U. S. Marshal for Washington Territory, and transfer custody of said schooners to him, with full power to act. In accordance with said directions I did, on the 7th day of September, 1888, appoint the said T. J. Hamilton, Deputy U. S. Marshal for the District of Alaska, and did transfer to him full custody of said schooner, together with the original writ of *venditioni exponas*, in this case, with instructions to report to the Honorable District Court of Alaska such further proceedings as should be had herein.

BARTON ATKINS,
U. S. Marshal for District of
Alaska.

Claims Nos. 6, 7, 9, 10 (Continued).

20 EXHIBIT No. 69 (G. B.), CLAIMS Nos. 6, 7, 9 and 10.

GENERAL POWER OF ATTORNEY FROM T. H. COOPER TO
J. D. WARREN, DATED NOVEMBER 4TH, 1886.

Know all men by these presents that I, Thomas Henry Cooper of San Francisco, California United State, of America Engineer, for divers good causes and considerations, me thereunto moving have nominated, constituted and appointed, and by these presents do make, nominate, constitute and appoint James Douglas Warren of the City
30 of Victoria British Columbia Master Mariner, my true and lawful attorney for me and in my name and on my behalf and for my sole and exclusive use and benefit to demand, recover and receive from all and every or any person or persons whomsoever all and every sum and sums of money, goods, chattels, effects and things whatsoever which now are or is, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now
40 or hereafter to become payable to me upon or in respect of any Mortgage or other security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies, or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignment, contract, decree, judgment, order or execution, or upon any other account.

Also to examine, state, settle, liquidate and adjust all or any account or accounts depending between me and any person or persons whomsoever. And to sign, draw, make or endorse my name to any Cheque or Cheques or orders for the payment of money Bill or Bills of Exchange, or Note or Notes of Hand, in which I am or shall be interested or concerned, which shall be requisite. And also in my name to draw upon any Bank or Banks, Individual
60 or Individuals, for any sum or sums of money that is or may be to my credit or which I am now or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I myself could do. And upon the recovery and receipt of all and every or any sum or sums of money, goods, chattels, effects, or things due, owing, payable or

(Exhibit No. 69.)

belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, reconveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite.

Also in case of neglect, refusal or delay on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity as my said attorney shall think fit; also to appear before all or any Judges, Magistrates, or other Officers of the Courts of Law or Equity, and then and there sue, plead, answer, defend, and reply in all matters and causes concerning the premises; and also to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages belonging to me as mortgagee.

And also in case of any Difference or dispute with any person or persons concerning any of the matters aforesaid to submit any such differences and disputes to arbitration or umpirage in such manner as my said attorney shall see fit; and to compound, compromise and to accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to my said attorney shall appear most expedient.

And also, for me and in my name, or otherwise on my behalf, to take possession of and to let, set, manage and improve my real estate, lands, messuages and hereditaments whatsoever and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do.

And also, as and when my said attorney shall think fit to sell and absolutely dispose of my said real estates, lands and hereditaments, also such shares, stocks, bonds, mortgages and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private contract, as to my said attorney shall seem reasonable or expedient, and to convey, assign, transfer and make over the same respectively to the purchaser or purchasers thereof, and to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, either comprehending the purchased property or not as my said attorney shall think safe and proper.

And further, for me and in my name and as my act and deed to execute and do all such assurances, deeds, covenants, and things as shall be required, and my said attorney shall see fit, for all or any of the purposes aforesaid; and to sign and give receipts and discharges for all or any of the sums of money which shall come to his or their hands by virtue of the powers herein contained, and which receipts, whether given in my name or that of my said attorney, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

(Exhibit No. 69.)

And also, for me and in my name, or otherwise, and on my behalf, to enter into any agreement or arrangement with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; and generally to act in relation to my estate and effects, real and personal, as fully and effectually, in all respects, as I myself could do if personally present; it being hereby expressly declared that all the powers aforesaid may be exercised only in respect of my real and personal property situate and being within the Dominion of Canada and not otherwise or elsewhere.

And I hereby grant full power to my said attorney to substitute and appoint one or more attorney or attorneys under him with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint. I, the said Thomas Henry Cooper, hereby agreeing and covenanting for myself, 20 my heirs, executors and administrators, to allow, ratify and confirm whatsoever he, the said attorney or his substitute or substitutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these presents, and the time of such decease or revocation becoming known to said attorney, or such substitute or substitutes.

As witness my hand and seal this fourth day of November, in the year of our Lord one thousand eight hundred 30 and eighty-six.

T. H. COOPER. [SEAL.]

Signed, sealed and delivered by the said THOMAS HENRY COOPER in the presence of

EDWIN FRETWELL and
JAMES L. KING,

Notary Public.

I hereby certify that Thomas Henry Cooper, personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is signed 40 thereto as party; that he knows the contents thereof, and that he executed the same voluntarily.

In testimony whereof I have hereunto set my hand and seal of office at San Francisco, Cal., U. S. A., this fourth day of November, in the year of our Lord one thousand eight hundred and eighty-six.

JAMES L. KING,

[NOTARIAL SEAL.] Notary Public.

50 A Notary Public in and for the City and County of San Francisco, State of California.

HER BRITANNIC MAJESTY'S CONSULATE,
San Francisco.

To all to whom these presents shall come, I, Charles Mason, her Britannic Majesty's Acting Consul for the States of California, Oregon and Nevada, and for the Territories of Washington, Idaho, Utah and Arizona, residing in San Francisco, do hereby certify that James L. King, before whom the annexed instrument was executed, is a 60 Notary Public duly commissioned and practicing in this City and County of San Francisco, to whose acts full faith and credit can be given, both in judicature and thereout.

In testimony whereof, I have hereunto set my hand and Seal of Office, in San Francisco, the fourth day of November, A. D. One Thousand Eight Hundred and Eighty-six.

CHARLES MASON,

[SEAL.]

H. B. M. Acting Consul.

(Exhibit No. 7, U. S.)

United States Exhibit.**EXHIBIT NO. 7 (U. S.) CLAIMS NOS. 6, 7, 9, 10.**

STATEMENT OF DEFENSE OF J. BOSCOWITZ, IN PRINTED RECORD ON APPEAL, SUPREME COURT OF BRITISH COLUMBIA, IN SUIT BETWEEN HANNAH WARREN *et als.* AND JOSEPH BOSCOWITZ *et al.*, ETC.

- 10 1. During all the times mentioned in the Statement of Claim and continually since and now and during all the times mentioned in the Statement of Defence the plaintiff was and still is the wife of one James Douglas Warren, of the City of Victoria, master mariner.
2. That the said steam vessel, the "Barbara Boscowitz," was constructed by the said J. D. Warren and by him registered in the name of J. A. Sayward, who held the said vessel only as a trustee for the said J. D. Warren, and the said vessel was mortgaged to the defendant, Boscowitz, to
- 20 secure \$30,000 and interest moneys advanced by the defendant, Boscowitz, towards the construction and otherwise on account of the vessel.
3. That besides the said sum of \$30,000 so secured by the said mortgage upon the said steamer, "Barbara Boscowitz," there was at the time of the offer by auction, hereinafter mentioned, a large sum of money due from the said James D. Warren to the defendant, J. Boscowitz, which moneys, together with the said sum of \$30,000, amounts to \$64,503.05, and which said sum of money was also
- 30 secured by a judgment of the Supreme Court of British Columbia, dated 17th December, 1885, and also by mortgages over a number of sealing schooners owned by the said J. D. Warren. That on or about the 13th day of February, 1886, the sum of \$30,000, besides an arrear of interest and some other moneys remaining due to the Defendant, J. Boscowitz, under the security of the said mortgage, the defendant, J. Boscowitz, offered the said vessel, "Barbara Boscowitz," for sale at public auction at the City of Victoria, but there
- 40 being no bidders, one R. S. Byrn, at the request of the said defendant, bought the vessel in. The said defendant was an American subject and could not hold the ship in his own name.
4. At the time of the said auction offer the said James D. Warren was the agent of the defendant Joseph Boscowitz, and had managed large sealing interests for the said defendant, the result of which had been to considerably reduce the judgment debt owing by the said James D. Warren to the defendant, and for the purpose of holding
- 50 the said vessel as a security for moneys owing to the said defendant, it was proposed by the said James D. Warren that the steamer should be registered in his wife's name, but on account of difficulty in registration the defendant Thomas H. Cooper was sent for, and an account was then struck between the said James D. Warren and the defendant Joseph Boscowitz of the moneys remaining owing to the defendant upon his said judgment, and otherwise to the defendant by the plaintiff, on account of their business relations, and the defendant be-
- 60 ing about to leave for England, entrusting his affairs in British Columbia to the agency of the said James D. Warren, it was arranged between the said James D. Warren and the defendant Boscowitz and Cooper that all of the vessels, including the said "Barbara Boscowitz," should be transferred to the name of the said

(Exhibits Nos. 70 and 71.)

Thomas Henry Cooper, and upon the striking of the said account of the dealings between the defendant J. Boscowitz and the said James D. Warren, the sum of Thirty-five thousand six hundred and twenty-one dollars and twenty-six cents was found to be the balance due from the said James D. Warren to the defendant Joseph Boscowitz.

10 5. The said Thomas Henry Cooper then and there, at the request and direction of the said James D. Warren, executed mortgages to secure forty-one thousand dollars (\$41,000), being the above balance of \$35,621.26, and a further sum of \$5,378.74, then advanced in cash to the said James D. Warren. The mortgages so executed by the said James D. Warren were upon the vessels and for the sums following, that is to say: On the "Barbara Boscowitz," \$20,000; on the "Grace," \$6,000; on the "Dolphin," \$6,000; on the "Anna Beck," \$5,000; on the "Say-
20 ward," \$2,500; on the "Rustler," \$1,500. Total, \$41,000.

6. The plaintiff took no part in the said transactions, and the same were carried on solely by the said James D. Warren, and the said defendant T. H. Cooper had no interest in the property except as a trustee for the said James D. Warren.

7. That since the date of the said mortgage of the said steamer "Barbara Boscowitz," the defendant J. Boscowitz has made advances for repairs, insurance, etc., amounting to \$19,500, and has received in all on account of the said
30 steamer the sum of \$11,900, and the interest moneys which were owing to the defendant, Boscowitz, in respect of his said mortgage to the 15th January, 1889, was \$4,263.15. The steamer is entitled to a credit of \$1,673 for insurance refunds, leaving an actual balance due to the defendant J. Boscowitz upon the mortgage security of the said steamer "Barbara Boscowitz" of \$30,190.15. Save as herein stated, the defendant, Joseph Boscowitz, denies each and every allegation in the Statement of Claim, and that the defendant, Joseph Boscowitz, claims
40 the same benefit as if he had demurred to the Statement of Claim.

Claim No. 11, "Ada."

EXHIBIT No. 70 (G. B.), CLAIM No. 11.

Transcript of Register, Schooner "Ada." Dated March 23, 1893.

50 By order of the Commissioners on consent of Counsel this Exhibit is not printed.

EXHIBIT No. 71 (G. B.), CLAIM No. 11.

BILL OF SALE, SHIP "ADA."

(The description of the vessel in this instrument is omitted by consent of counsel).

I, Frederick Ellwood White of No. 88 Yokohama, Japan,
60 in consideration of the sum of Thirteen hundred and thirty-three 33/100 dollars paid to me by James Joseph Gray, Ship Owner of No. 24 Bluff Settlement, Yokohama, Japan, the receipt whereof is hereby acknowledged, transfer Twenty-one sixty-fourths shares in the ship above particularly described, and in her boats, guns, ammunition,

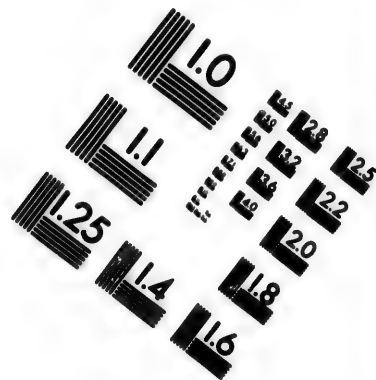
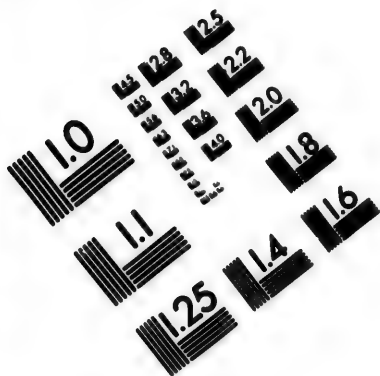
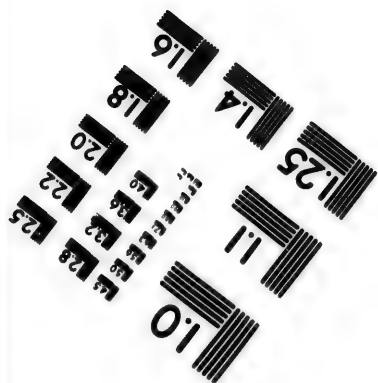
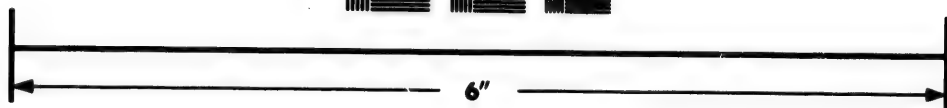
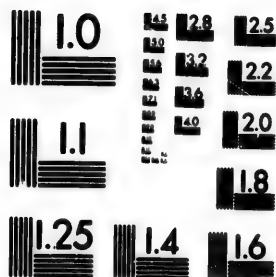


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(Exhibit No. 72.)

small arms and appurtenances to the said James Joseph Gray.

Further, I, the said Frederick Ellwood White, for myself and my heirs covenant with the said James Joseph Gray and his assigns, that I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from incumbrances.

In witness whereof I have hereunto subscribed my name and affixed my seal this Twelfth day of April, One thousand eight hundred and eighty-six.

(Signed) FRED. E. WHITE. [SEAL.]

Executed by the above named Frederick Ellwood White in the presence of

RUSSELL ROBERTSON,

[SEAL.] H. B. M. Consul.

Entered this 22d day of April, 1886.

20 [SEAL.] H. B. M.'s Registry Office of Shipping,
Shanghai, 22d April, 1886.
(Endorsement.)

Sept. 5, 1894. I have this day transferred to George Byrnes of Victoria 12½ of 64 shares of the claim against the Government of the U. S. A. in respect of seizure and confiscation of the within mentioned vessel.

Witness, FREDERICK DUNBAR WALKER.

(Signed) JAMES J. GRAY.

Nov. 5, 1895.—I have this day transferred to Cuyler A. Holland of Victoria, 12½ of 64 shares of the claim against the Government of the U. S. A. in respect of seizure and confiscation of the within mentioned vessel.

(Sgd.) JAMES JOSEPH GRAY.

Witness, JOSEPH CLEANHUE.

EXHIBIT No. 72 (G. B.) CLAIM No. 11.**BILL OF SALE SHIP "ADA."**

40 (The description of the vessel in this instrument is omitted by consent of counsel.)

I, Frederick Ellwood White of Yokohama, Japan, Coal Merchant, in consideration of the sum of Two thousand three hundred and sixty-eight $\frac{1}{100}$ dollars, paid to me by James Joseph Gray, shipowner, of Yokohama, Japan, the receipt whereof is hereby acknowledged, transfer Twenty-two Sixty-fourths Shares in the Ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances, to the said James Joseph Gray.

Further, I, the said Frederick Ellwood White, for myself and my heirs covenant with the said James Joseph Gray and his assigns, that I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from incumbrances.

In witness whereof I have hereunto subscribed my name and affixed my seal this thirtieth day of March, one thousand eight hundred and eighty-seven.

60 (Signed) FRED. E. WHITE. [SEAL.]

Executed by the above-named FREDERICK ELLWOOD WHITE in the presence of

JOHN CARY HALL. [SEAL.]

Acting Consul, British Consulate,
Kanagawa, 30th March, 1887.

(Exhibit No. 73.)

Entered this fourteenth day of April, 1887, at 11.15 A. M.
H. B. M. Registry Office of Shipping Shanghai, 14th
April, 1887. [SEAL.]

(Endorsement.)

Sept. 5th, 1894.—I have this day transferred to George
Byrnes of Victoria 12½ out of 64 shares of the claim
against the Government of U. S. A. in respect of seizure
and confiscation of the within mentioned vessel.

(Sigd.) JAMES JOSEPH GRAY.

Witness, FREDERICK DUNBAR WALKER

November 5th, 1895.—I have this day transferred to
Cuyler A. Holland, of Victoria, 12½ out of 64 shares of the
claim against the Gov't. of the U. S. A. in respect of seiz-
ure and confiscation of the within mentioned vessel.

(Sigd.) JAMES JOSEPH GRAY.

Witness, Jos. CLEANHUE.

20

EXHIBIT No. 73 (G. B.), CLAIM No. 11.**STATEMENT OF EXPENSES IN CONNECTION WITH SCHOONER
"ADA."**

J. J. GRAY, Esq.,

In A/c with F. E. WHITE.

April 19/86. To 1/3 of \$3,900 15/100, being cost
of outfit of British Schooner
"Ada," \$1,300 05
By cheque \$350
" 884 86 1,224 86
Balance due \$65.69
F. E. WHITE.

H. MACARTHUR & Co.,
70 Yokohama.

Balance 1/3 outfit "Ada," \$65 19
Int. on purchase 27 30
Coal a/c 7 75
H. M. Co. on a/c 75 00
Cheque 124 76 \$300 00
By cheque from White a/c "Ada," 300

YOKOHAMA, April 5/86.

50 J. J. GRAY, Esq.,

Dr. to F. E. WHITE.

To interest due on \$1,333 33/100 from Jan'y. 12
to April 5/86, being 83 days at 9% p. an-
num \$27 30
Paid

F. E. WHITE.

YOKOHAMA, 11/9, 1886.

60 Mrs. A. S. GRAY,

Atty. for J. J. Gray, Dr. to H. MACARTHUR & Co.

For fee attending Ship's business \$150 as p.

agreement \$75 00

Rec'd on a/c.

H. MACARTHUR.

(Exhibit No. 74.)

Claim No. 4, "Favourite."**EXHIBIT No. 74 (G. B.), CLAIM No. 4.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO
CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. 61802.	Name of Ship. "Favourite."	No., Date and Part of Registry. June, 1868. Victoria, B. C.		
	Whether British or Foreign Built.	Whether a Sailing or Steam Ship; and if a Steam Ship, how pro- pelled.	Where Built.	When Built.	Name and Ad- dress of Build- ers.
20	British.	Sailing.	Sooke, B. C.	April 26, 1868.	Smith Burr, of Sooke.
30	Number of Decks, One. Number of Masts, Two. Rigged..... Schooner fore and aft. Stern..... Elliptical. Build..... Carvel. Galleries..... None. Head..... Billet. Framework Pinewood.		Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post Main breadth to outside of plank. Depth in hold from tonnage deck to ceiling at midships..... Depth in hold from upper deck to ceiling at midships in the case of three decks and upwards..... Length of engine room, if any...		Feet. Tenth. 71 5 23 2½ 8 8

PARTICULARS OF TONNAGE.

40	Gross Tonnage. Under Tonnage Deck, Closed-in spaces above the Ton- nage Deck, if any, Space or spaces between decks. Poop, Forecastle, Round House, Other closed in spaces, if any, as follows: Raised Quarter Deck, Gross Tonnage, Deductions, as per Contra, Registered Tonnage,	No. of Tons. 78.62 5.92 79.54 79.54	Deductions Allowed. On account of space required for propelling power, On account of spaces occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew, These spaces are the follow- ing, viz.: Total Deductions,	No. of Tons.
----	---	---	--	---

50 Name of Master, Hugh Mackay.

Names, Residence, and Description of the
 Owners, and number of Sixty-fourth
 Shares held by each, viz.:
 HUGH MCKAY, of Victoria, British
 Columbia, Shipmaster,
 Sixty-four (64) Shares.

60 Dated the 18th day of June, 1868.

Registrar, W. HAMLEY.

(Exhibit No. 74.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY, FOR TRANSMISSION TO REGISTRAR-
GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name of transferee, mortgagee, or other person acquiring title or power.
10	1	Hugh McKay.	48 18th June, 1868, 3.45 P. M.	June 18th, 1868, 3.45 P. M.	Mortgage for \$5,000 with interest at 12% per annum, dated June 18th, 1868.	William Spring of Victoria, B. C., Shipowner.
20	2	William Spring.	48	September 22nd, 1875, 4 P. M.	Discharge of Mortgage for \$5,000 and interest. Receipt dated September 22nd, 1875.	
	3	Hugh McKay.	42	September 22nd, 1875, 4 P. M.	Bill of Sale dated September 22nd, 1875.	William Spring of Victoria, Mariner; Peter Francis of Victoria, Mariner; each 21 shares.
30	4	Hugh McKay.	22	June 19th, 1878, 12 P. M.	Bill of Sale dated 18th day of June, 1878.	William Spring of Victoria, B. C., Mariner.
40	5	William Spring.	43	January 25th, 1888, 12.10 P. M.	William Spring dies on the 28th March, 1884. Will dated 31st December, 1880, appointed William Thomas Livoch, James Hill Lawson and Charles Spring, his executors. Will proved and probate granted by Supreme Court of B. C. on April 1st, 1884.	William Thomas Livoch, James Hill Lawson, Charles Spring, joint owners, all of the City of Victoria, B. C., Merchants.
50	6	William Thomas Livoch, James Hill Lawson, Charles Spring, joint owners.	43	January 25th, 1888, 12.15 P. M.	Bill of Sale dated January 20th, 1888.	Laughlin McLean, of Victoria, B. C. Master Mariner.
	7	Peter Francis.	21	January 25th, 1888, 12.20 P. M.	Bill of Sale dated December 10, 1884.	Charles Spring, of Victoria, B. C. Trader.
	8	Laughlin McLean.	48	January 25, 1888, 12.20 P. M.	Bill of Sale dated January 20th, 1888.	Charles Spring, of Victoria, B. C. Trader.
60	9	Charles Spring.	64	January 26th, 1888, 10 A. M.	Mortgage dated January 21st, 1888, for (\$1,500) Fifteen hundred dollars, with interest at 18% per annum.	Joseph Despard Pemberton, of Victoria, B. C. Farmer.

(Exhibits Nos. 75, 76, and 8 and 9, U. S.)

Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name of transfer mortgagee, other person acquiring title power.
10	Joseph Despard Pemberton.	64	October 12th, 1888, 1.30 p. m.	Discharge of Mortgage B, for \$1,500 Receipt dated October 12th, 1888.	
	Charles Spring.	64	March 14th, 1892, 8.45 p. m.	Mortgage dated March 12th, 1892, for \$6,000 (six thousand dollars), with interest at 9% per annum.	R. P. Rithet & Co., Limited, merchants, Victoria, B. C.
20	Charles Spring.	64	February 5th, 1892, at 10.45 A. M.	Bill of Sale dated February 11th, 1892.	Laughlin McLean, of Victoria, B. C., Master Mariner.

EXHIBIT No. 75 (G. B.), CLAIM No. 4.

Memorandum book for 1886, produced by Capt. Laughlin McLean, so far as it is in the handwriting of Capt. Alexander McLean. Previously marked No. 11 for Identification.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 76 (G. B.), CLAIM No. 4.

Memorandum book of schooner "Favorite" for 1890, produced by Capt. Laughlin McLean, so far as it is in Captain Alexander McLean's handwriting. Previously marked No. 12 for Identification.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

United States Exhibits.**EXHIBIT No. 8 (U. S.), CLAIM No. 4.**

Log-book of schooner "Favorite" for 1886. Previously marked No. 13 for Identification.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 9 (U. S.), CLAIM No. 4.

Page 5 of Capt. Alexander McLean's book of "Accounts and General Sealing Information." Previously marked No. 2 for Identification.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

(Exhibit No. 77.)

Claim No. 13, "Juanita."**EXHIBIT No. 77 (G. B.), CLAIM No. 13.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR
OF SHIPPING.**

10

Official number of Ship. 72,675.		Name of Ship. "Juanita."	No. Date and Port of Registry. No. 1. Of 1878. Victoria, B. C.	
Whether British or Foreign built.	Whether a Sailing or Steam Ship; and if a Steam Ship, how propelled.	Where built.	When built.	Name and Ad- dress of Build- ers.
Foreign.	Sailing.	Seattle, Washington Territory.	1878.	B. D. Biglow, Seattle, U. S. A.

20

			Feet.	Tenths.
Number of Decks	One	Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post	68	7
Number of Masts	Two		Main breadth to outside of plank	19	2
Rigged	Schooner	Depth in hold from tonnage deck to ceiling at midships		4	6
Stern	Square		Depth in hold from upper deck to ceiling at midships, in the case of three decks and upwards	
Build	Carvel	Length of engine room, if any		
Galleries	None			
Head	Billet			
Framework	Wood			

30

PARTICULARS OF TONNAGE.

Gross Tonnage.		No. of Tons.	Deductions Allowed.	No. of Tons.
Under Tonnage Deck.....		86.42	On account of space required for propelling power.	
Closed-in spaces above the Tonnage Deck, if any.....		3.79	On account of spaces occu- pied by Seamen or Ap- prentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew.....	
Space or spaces between decks.....			These spaces are the follow- ing, viz	
Poop.....				
Forecastle.....				
Round House				
Other closed-in spaces, if any, as follows:.....				
Gross Tonnage.....				
Deductions, as per Contra.....				
Registered Tonnage.....		40.21	Total Deductions.....	

50

Name of Master, William B. Kyle, Victoria, B. C.

Names, Residences, and Description of the
Owners, and Number of Sixty-fourth
Shares held by each, viz:—
William Black Kyle, Victoria, B. C.
Bookkeeper, Sixty-four (64) shares.

60

Dated Victoria, B. C., March 8th, 1878.

Registrar, W. HAMLEY.

(Exhibit No. 77.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of person from whom Title is derived.	Number of Shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and Occupation of Transferee, Mortgagee or other Person acquiring Title or Power.
10	1	William B. Kyle.	64	May 9th, 1878.	Bill of Sale dated 9th May, 1878.	William John Sutton of Victoria, B. C., Saw Mill Owner.
20	2	Wm. John Sutton.	64	November 18/79, 1 P. M.	Bill of Sale dated 11th November, 1879.	Alexander Young Court and John Kirk Greenwood of Victoria, B. C., Thirty-two shares each.
	3	Alex. Young Court.	32	January 8th, 1880, 3.30 P. M.	Mortgage A., for \$550.00, with interest at 1% per month dated January 5th, 1880.	John Kirk Greenwood of Victoria, B. C., Mariner.
30	4	John Kirk Greenwood.	32	March 30, 1880, at 1.30 P. M.	Discharge of Mortgage A. for \$550. Receipt dated March 29/80.	
	5	Alex. Young Court.	32	March 30, 1880, 1.55 P. M.	Bill of Sale dated 29th March, 1880.	John Kirk Greenwood of Victoria, B. C., Mariner.
40	6	John Kirk Greenwood.	32	Dec. 12th, 1883, at 3.40 P. M.	Bill of Sale dated Dec. 12th, 1883.	Richard Hall, Jr., and William John Joseph, both of Victoria, B. C., Commission Merchants.
		John Kirk Greenwood.	32	Dec. 12th, 1883, at 3.40 P. M.	Bill of Sale dated Dec. 12th, 1883.	
	7	Richard Hall, Jr.	11	March 31, 1885, at 12 noon.	Bill of Sale dated 31 March, 1885.	Charles Edw. Clarke, of Victoria, B. C., Mariner.
50	8	Wm. John Goepel.	11	March 31, 1885, at 12 noon.	Bill of Sale dated 31 March, 1885.	Charles Edw. Clarke, of Victoria, B. C., Mariner.
	9	Richard Hall, Jr.	5	January 9th, 1889, at 4 P. M.	Bill of Sale dated January 9th, 1889.	Hans Helgesen of Victoria, B. C., Gentleman.
60	10	Wm. John Goepel.	5	January 9th, 1889, at 4 P. M.	Bill of Sale dated January 9th, 1889.	Hans Helgesen of Victoria, B. C., Gentleman.
	11	Charles Edward Clarke.	6	January 9th, 1889, at 4 P. M.	Bill of Sale dated January 9th, 1889.	Hans Helgesen of Victoria, B. C., Gentleman.

(Exhibits Nos. 78 and 79)

	Number of Transactions.	Name of person from whom Title is derived.	Number of Shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and Occupation of Transferee, Mortgagee or other Person acquiring Title or Power.
10	12	Charles Edwd. Clarke.	16	October 31st, 1889, at 10 A. M.	Bill of Sale dated 30th October, 1889.	Richard Hall of Victoria, B. C., Merchant.
	13	Hans Helgeson.	16	October 31st, 1889, at 10 A. M.	Bill of Sale dated 30th October, 1889.	William John Goepel of Victoria, B. C., Merchant.
20	14	Richard Hall, Jr.	32	May 8th, 1890, at 10.35 A. M.	Bill of Sale dated 7th May, 1890.	John Kinsman of Victoria, B. C., Gentleman.
	15	William John Goepel.	32	May 8th, 1890, at 10.35 A. M.	Bill of Sale dated 7th May, 1890.	John Kinsman of Victoria, B. C., Gentleman.
	16	John Kinsman.	64	Decr. 12th, 1891, at 12.30 P. M.	Bill of Sale dated 11th Decr., 1891.	Dora Seward of Victoria, B. C.
30	17	Dora Seward.	64	Decr. 20th, 1893, at 12.20 P. M.	Mortgage A dated 16th Decr., 1893, to secure a/c current.	R. P. Bithet & Co., Limited, Merchants, Victoria, B. C.

EXHIBIT No. 78 (G. B.), CLAIM No. 13.

Chart of Behring Sea and Arctic Ocean.

By order of the Commissioners, on consent of counsel,
this exhibit is not printed.

EXHIBIT No. 79 (G. B.), CLAIM No. 13.

Certified transcript of part of Record and Proceedings
in United States District Court in Alaska in case of
United States *vs.* 620 Fur Seal Skins.

In the District Court of the United States of America,
District of Alaska.

Of the May term in the year One thousand Eight Hundred
and Eighty-Nine.

The United States } No. 206.

vs. } U. S. Revised Statutes—Sec. 1956.
620 fur seal Skins. }

To the Honorable John H. Keatley, Judge of the United
States District Court, for the District of Alaska:

The libel of information of Whit. M. Grant, Attorney of
the United States for the District of Alaska, who prosec-
utes on behalf of the United States, and being present in
Court in his proper person, in the name and on behalf of
the said United States against the 620 fur seal skins, and
against all persons intervening for their interest therein in
a cause of forfeiture, alleges and informs as follows:

(Exhibit No. 79.)

That L. G. Shepard an agent of the Treasury Department of the United States on duty in the waters of the District of Alaska, heretofore and on or about the 30th day of July, in the year of our Lord, One thousand eight hundred and eighty-nine, at or near Lat. N. 55.42 N., Longitude 170.40 W. in Behring Sea and within the District of Alaska, and within the jurisdiction of this Court, 10 on waters navigable from the sea by vessels of ten (10) or more tons burden, seized the 620 fur seal skins on board the British Schr. "Juanita" being the property of some person or persons to the said Attorney unknown, as forfeited to the United States for the following among other causes:

That the said vessel is owned by a citizen or citizens of British Columbia, and had on board the fur seal skins aforesaid, said seals having been taken by the crew of said vessel within the limits of the District of Alaska, and the 20 waters thereof, that the fur seal is naturally a water animal whose winter abode is unknown, that they are timid and are liable to be driven from native haunts by shooting or other unusual noises or disturbances; that they appear in the waters of Behring Sea and within the District of Alaska, especially about St. Paul and St. Georges Islands, and produce their young and nurse them, and they are nurtured and always return to said islands and waters as their home; that in the water the sexes can not be distinguished, and many thus killed are 30 lost; that their commercial value is confined to those from one to five years old; that their product is of great commercial value, useful and necessary to the comfort and enjoyment of mankind; that seals are naturally defenceless, and if permitted to be indiscriminately killed will soon become extinct, and the supply exhausted, and the said attorney saith, that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of the United States, and of this Honorable Court, and that by reason thereof, and by force of the 40 Statutes of the United States is in such cases made and provided, the aforementioned and described 620 fur seal skins, become and are forfeited to the use of the said United States of America. Wherefore, the said attorney prays that the usual process and monition of this Honorable Court issue in this behalf, and that all persons interested in the aforementioned fur seal skins may be cited in general and special to answer the premises, and all due proceedings being had, that the said 620 fur seal skins, &c., may, for the causes aforesaid, and others appearing, be condemned to the use of the United States of 50 America, according to the form of the Statutes of the United States, in such cases made and provided.

WHIT. M. GRANT,

U. S. Atty. for District of Alaska.

(Endorsed)—No. 206.—The United States vs. Libel of Information.—Filed Sept. 14, 1889.—Let the monition issue returnable on the 28th day of Sept., 1889, with no publication in the newspapers.—John H. Keatley, Judge Dist. Court.

(Exhibit No. 79.)

Be it further remembered that on the 16th day of September, 1889, a monition was duly issued in said cause, which is in words and figures following, to-wit:
In the United States District Court in and for the District of Alaska.

The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

- 10 Whereas, a libel of information hath been filed in the District Court of the United States for the District of Alaska, on the 14th day of September in the year 1889, by Whit. M. Grant, United States Attorney for the District aforesaid, on behalf of the United States of America, against six hundred and twenty (620) fur seal skins, as forfeited to the use of the United States, for the reasons set forth in the said libel of information, and praying the usual monition and process of said court in that behalf to be made, and that all persons interested in said seal skins
20 may be cited in general and special to answer the premises, and all proceedings being had, that the said seal skins may for the causes in the said libel of information mentioned, be condemned as forfeited to the use of the United States.

- You are therefore hereby commanded to attach the said seal skins to detain the same in your custody until the further order of the Court respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel
30 of information, that they be and appear before the said Court to be held in and for the District of Alaska, on Saturday the 28th day of September, 1889, at ten o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf, and what you shall have done in the premises do you then and there make returns thereof, together with this writ.

- Witness: The Honorable John H. Keatley, Judge of said
40 Court and the seal of the said Court thereof affixed at the town of Sitka, in the District of Alaska, the 16th day of September, in the year of our Lord one thousand eight hundred and eighty nine, and of the Independence of the United States the one hundred and fourteenth.

HENRY E. HAYDON,
Clerk U. S. Dist. Court.

WHIT. M. GRANT,
[L. s.] U. S. Dist. Atty.

- 50 (Endorsed)—No. 206.—In the U. S. Dist. Court, District of Alaska.—The United States vs. 620 fur seal skins.—Monition.—Returned and filed Sept. 28th, 1889.—H. E. Haydon, Clerk.

Dist. of Alaska, ss.:

- I hereby certify and return that this writ came into my hands on the 16th day of September, 1889, that in compliance with the same I did cause it to be published, on the 21st day of September, 1889, in the *Alaskan*, a weekly newspaper published in the town of Sitka, in this District.
60 Affidavit of publication and copy of same is hereunto attached. That the 620 fur seal skins therein mentioned are in the hands of my deputy, W. B. Anthony, at Unalakleet.

BARTON ATKINS,
U. S. Marshal.

Dated, Sitka, Alaska, Sept. 27, 1889.

(Exhibit No. 79.)

PROOF OF PUBLICATION.

United States, District of Alaska, ss.:

Maurice E. Kenealey, being duly sworn says that he is the publisher of the *Alaskan* a weekly newspaper printed and published in the town of Sitka, and of general circulation in said District.

10 That the monition of which the annexed is a printed copy, was published in said newspaper on the 21st day of September A. D. 1889.

MAURICE E. KENEALY.

Subscribed and sworn before me this 27th day of September, 1889.

H. E. HAYDON,

Clerk.

[L. S.]

And afterwards to wit: On September 28 the following further proceedings were had in said cause and appear of record, which are in words and figures following, to wit:

At a Stated Term of the District Court of the United States, in and for the District of Alaska, held at Sitka, in said District, on the 28th of September, 1889.

Present—Hon. JOHN H. KEATING, District Judge.

The United States	} No. 206. Decree.
<i>vs.</i>	
30 620 Fur Seal Skins.	

This cause came on to be heard on motion of Whit M. Grant, United States District Attorney, and it appearing to the Court that the libel of information includes 620 fur seal skins, and the evidence shows but 619 were seized, the action is dismissed as to the said difference of one skin. And it appearing further that the monition had been issued herein and the Marshal has returned thereon that he had attached the said 619 fur seal skins and given due notice as required by law, that all persons claiming the same should appear before this Court at 10 o'clock

40 A. M. this 28th day of September, 1889, at Sitka, and then and there interpose their claims and make their allegations in that behalf, and at said time and date proclamation was duly made as required by law, and no claim having been interposed, appearance entered, or defence filed, it is therefore ordered that all persons interested in said 619 fur seal skins be adjudged in contumacy and default, and the libel of information adjudged and taken *pro confesso*.

50 And said cause having been submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises and having filed his findings of fact and conclusions of law herein.

It is therefore ordered, sentenced, and decreed by the Court that said 619 fur seal skins be and the same are, for the reasons set forth in the libel of information herein, condemned as forfeited to the use of the United States.

And it is further ordered that the Clerk of this Court issue to the Marshal of this District the usual writ of *venditioni exponas* commanding him to cause the said 619 fur seal skins to be transferred from Ounalaska to San Francisco, California, and there to sell the same, and that he give at least ten (10) days' notice of the time and place of such sale, and to pay the proceeds into Court to be disposed of according to law.

60

(Exhibit No. 79.)

The Marshal is ordered to keep a separate and detailed account of all the expenses connected with the said property, and where the expense is connected with other like property he will apportion the same and charge the above property with its share thereof separately, and report the same to this Court, with his report of said sale.

JOHN H. KEATLEY,

Judge Dist. Court.

- 10 (Endorsed)—No. 206.—The United States *vs.* 620 fur seal skins.—Decree.—Filed Sept. 28th, 1889.—H. E. Haydon, Clerk.

And afterwards, to-wit, on October 7th, 1889, a writ of *venditioni exponas* was issued, which with the Marshal's return is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska.

- 20 United States } No. 206, Writ of *Venditioni*
vs. } *Exponas.*
 619 Fur Seal Skins.

The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

- Whereas a libel hath been filed in the District Court of the United States for the District of Alaska, on the 14th day of September A. D. 1889, by Whit M. Grant, United States District Attorney, against 619 fur seal skins, for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made and that all persons interested in the said 619 fur seal skins, may be cited in general and special to answer the premises, and all proceedings being had that the said 619 fur seal skins, may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same may be condemned and sold to answer the prayer of the said libelants, and whereas the said 619 fur seal skins have been
 40 attached by the process issued out of the said District Court in pursuance of the said libel and are now in custody, by virtue thereof and such proceedings have been thereupon had that by a definite sentence and decree of said Court made and pronounced on the 28th day of September, 1889, that the said 619 fur seal skins to be transferred to San Francisco, California, and there to be sold,

That you give at least 10 days notice of the time and place of such sales, and that you pay the proceeds of such sales to the Clerk of this Court as required by law.

- 50 Now therefore you will execute said decree and return this writ and report the manner in which you have executed this order to this Court.

Witness, the Honorable John H. Keatley, Judge of said Court at the town of Sitka, in the District of Alaska, this 7th. day of October in the year of our Lord one thousand eight hundred and eighty nine, and of our independence the one hundred and fourteenth.

H. E. HAYDON,

Clerk U. S. Dist. Court.

- 60 (Endorsed)—No. 206.—U. S. Dist. Court, Dist. of Alaska.
 —United States *vs.* 619 Fur seal skins. — Writ of *Venditioni Exponas*.—Returned and filed.—Sept. 27, 1890.
 —N. R. Peckinpugh, Clerk.

(Exhibit No. 79.)

The following portion of the proceedings against 620 Fur Seal Skins was not offered as part of Exhibit 79 (G. B.) printed above, and under the rights reserved for that purpose by counsel for the United States (p. 1358, Record), have been specified by them as a separate (U. S.) exhibit to be printed in connection therewith.

10 SUPPLEMENTAL (U. S.) EXHIBIT "D."

In the United States District Court, District of Alaska.

United States { No. 206. Findings of fact and conclusions of law.
vs. }
620 fur seal skins. }

This cause having been tried and submitted to the Court on the pleadings and evidence the Court finds the following facts:

20 1st. That on July 31, 1889, and prior thereto the crew of the British Schooner "Juanita" were engaged and did kill fur seals in that portion of Behring Sea ceded to the United States by Russia and within the waters of the District of Alaska, in violation of the laws of the United States, and on said date at latitude 55.42 N., longitude 170.40 W., had on board 620 fur seal skins taken in said waters.

2d. That said 620 fur seal skins were seized for violation of said laws by the commander of the Revenue Marine vessel "Rush" engaged in the Revenue Marine Service of 30 the United States by order of the President of the United States and by authority of the Secretary of the Treasury.

3d. That said property when so seized was delivered by said officer to the United States Marshal for the District of Alaska, and is now in his custody, and within the jurisdiction of this Court.

4th. That fur seals are water animals that appear annually in the waters of Alaska, and especially about St. Paul and St. George Islands in Behring Sea, and on said Islands produce and mature their young and make said 40 Islands their home, but disappear in the winter.

That they are usually killed by marauding vessels by shooting in the water where the sexes can not be distinguished and many thus killed are lost; and being timid and defenceless are easily frightened by such unusual noises and disturbance and are liable to be thus driven and kept away from their native haunts, and the supply exhausted, and they become extinct by indiscriminate shooting and killing.

50 Their value is confined to those from one to five years old, and their product is of great commercial value, useful and necessary to the comfort and enjoyment of mankind.

As a conclusion of law the Court finds that the 620 fur seal skins become and are forfeited to the use of the United States, and the plaintiff is entitled to a decree declaring the same accordingly.

Sept. 28, 1889.

JOHN H. KEATLEY,

Judge of the Dist. Court.

60 (Endorsed)—No. 206.—In the U. S. Dist. Court, District of Alaska.—The United States vs. 620 fur seal Skins.—Findings of facts and conclusions of law.—Filed Sept. 28, 1889. H. E. Haydon, Clerk.

(Exhibit No. 80.)

Claim No. 8, "Alfred Adams."**EXHIBIT No. 80 (G. B.), CLAIM No. 8.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. 88448.	Name of Ship. "Alfred Adams," now "Lily."	No., Date and Port of Registry. No. 1, March 15th, 1882, Victoria, B. C.
----	------------------------------------	--	---

No., Date and Port of previous Registry (if any).
Provisional Certificate of British Consul, U. S. A.

20	Whether British or Foreign Built.	Whether a Sailing or Steam Ship; and if a Steam ship how propelled.	Where Built.	When Built	Name and Address of Builders.
	Foreign.	Sailing.	Essex, Mass., U. S. A.	1851	Unknown.

	Number of Decks One	Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post. . . .	Feet.	Tenths.
	Number of Masts Two	Main breadth to outside of plank.	73	5
	Rigged Schooner	Depth in hold from tonnage deck to ceiling at midships.	21	2
30	Stern Square	Depth in hold from upper deck to ceiling at midships, in the case of three decks and upwards. .	7	5
	Build Carvel	Length of engine room, if any.		
	Galleries None			
	Head Billet			
	Framework. Wood			

PARTICULARS OF TONNAGE.

	Gross Tonnage.	No. of Tons.	Deductions Allowed	No. of Tons.
40	Under Tonnage Deck.	67.16	On account of space required for propelling power.	
	Closed-in spaces above the Tonnage Deck, if any.		On account of spaces occupied by Seamen or Apprentices, and appropriated to their use and kept free from goods or stores of every kind, not being the personal property of the crew.	
	Space or spaces between decks.		These spaces are the following, viz.	
	Poop			
	Forecastle.			
	Round House.			
	Other closed-in spaces, if any, as follows:			
	Inclosure on upper deck.	1.59		
	Gross Tonnage.	68.75		
	Deductions, as per Contra.			
50	Registered Tonnage.	68.75	Total Deductions.	

Names, Residence, and description of the owners and Number of Sixty-fourth Shares held by each, viz., LUKE McKAY, of the City of Victoria, Province of British Columbia. Mariner Sixty four shares.	Provisional Certificate from British Consul, San Francisco, U. S. A., January 17th, 1882. Name changed to "Lily" by order in Council, dated 25th March, 1882, under Sec. 21, 40. Vic.
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60 Dated March 15th, 1882, at 1.15 P. M.

Registrar, W. HAMLEY.

(Exhibit No. 80.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY, FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of Person from whom Title is derived.	Number of shares affected.	Date of Registry.	Nature of Date of Transaction.	Name of Transferee, Mortgagee, or other person acquiring title or power.
10	1	Hugh McKay.	64	18th Decr., 1882, 12 noon.	Dies 14th June, 1882. Will dated July 11th, 1879, appointing Robert Paterson Rithet Executor. Will proved June 19th, 1882, in the Court of Probate at Victoria.	Robert Paterson Rithet of Victoria, B. C., Merchant.
20	2	Robert Paterson Rithet.	64	22nd June, 1883, 10 A. M.	Bill of Sale dated 25th Novr., 1882.	William Spring of Victoria, B. C., Master Mariner.
30	3	William Spring.	64	19th February, 1886, 3 P. M.	William Spring dies on the 25th March, 1884. Will dated 21st December, 1880, appointing James Hill Lawson, William Thomas Livock, Charles Spring Executors. Probate granted to them by Supreme Court of B. C. 1st April, 1884.	James Hill Lawson, William Thos. Livock, Charles Spring of Victoria, B. C., Merchants.
40	4	James Hill Lawson, William Thos. Livock, Charles Spring.	64	19th February, 1886, 3 P. M.	Bill of Sale dated 21st January, 1886.	Jacob Gutman of Victoria, B. C. Merchant.
	5	Jacob Gutmann.	64	19th February, 1886, 3.05 P. M.	Mortgage dated 6th February, 1886 for securing \$1,250.00 Twelve hundred and fifty dollars.	Alexander Frank of Victoria, B. C., Merchant.
50	6	Jacob Gutmann.	64	November 10th, 1888, at 10.20 A. M.	Dies on or about the 1st day of April, 1887, intestate. Letters of Administration granted to Moritz Gutmann of Victoria, B. C., by the Supreme Court of British Columbia on the 2nd day of October, 1886.	Moritz Gutmann, of Victoria, B. C. Merchant.
60	7	Moritz Gutmann.	64	November 10th, 1888, 10.20 A. M.	Bill of Sale dated November 10th, 1888.	Morris Moss. of Victoria, B. C. Merchant.

(Exhibits Nos. 81 and 82.)

	Number of Transactions.	Name of Person from whom Title is derived.	Number of shares affected.	Date of Registry.	Nature and Date of Transaction.	Name of Transferee, Mortgagee, or other Person acquiring Title or Power.
10	8	Morris Moss.	64	November 19th, 1889, at 3.30 P. M.	Bill of Sale dated Novr. 18th, 1889.	Victor Jacobson, of Victoria, B. C. Master Mariner.
	9	Victor Jacobson.	64	November 19th, 1889, at 3.35 P. M.	Mortgage B, dated Novr. 18, 1889, for the sum of \$3,000 (Three thousand Dollars).	Walter Borne, of Victoria, B. C. Gentleman.
20	10	Walter Borne.	64	November 8th, 1890, 10 A. M.	Discharge of Mortgage B for \$3,000.00 receipt dated 5th Novr., 1890.	
	11	Victor Jacobson.	64	November 8th, 1890, at 1.45 P. M.	Bill of Sale dated 8th Novr., 1890.	George Byrnes, of Victoria, B. C. Auctioneer.
30	12	Alexander Frank.	64	February 9th, 1891.	Discharge of Mortgage A for \$1,250.00. Receipt dated 19th November, 1889, and order in Council authorizing the discharge of mortgage A, the original having been lost.	

40

EXHIBIT No. 81 (G. B.), CLAIM No. 8.

Log Book of schooner "Alfred Adams" for 1887.

By order of the Commissioners, on consent of counsel, this exhibit is not printed, reference being made instead to the copy printed at page 543 of Vol. 2, American Reprint (p. 1986, Record).

50

EXHIBIT No. 82 (G. B.), CLAIM No. 8.

Copy of part of Records and Proceedings in United States District Court of Alaska in case of United States vs. "Alfred Adams."

In the United States District Court in and for the District of Alaska, United States of America:
To the Honorable Lafayette Dawson, Judge of said District Court.

60

The libel of information of M. D. Ball, Attorney of the United States for the District of Alaska, who prosecutes on behalf of the said United States, in the name and on behalf of the said United States alleges and informs as follows, to wit:

That L. G. Shepard, an officer in the Revenue Marine Service of the United States, in command of the United States Revenue Cutter "Rush," and on special duty in the waters of the District of Alaska, heretofore to wit: On the

(Exhibit No. 82.)

6th day of August A. D. 1887, within the limits of Alaska Territory, and in the waters thereof, and within the civil and judicial District of Alaska, to wit: Within the waters of that portion of Behring Sea belonging to the United States and said District on waters navigable from the sea by vessels of ten or more tons burden, seized the schooner "Alfred Adams," of Victoria, B. C., her tackle, apparel, 10 boats, cargo and furniture, being the property of some person or persons unknown to said attorney.

The property is more particularly described as follows, to wit: Schooner "Alfred Adams," of Victoria, B. C., of 68.75 tons burden as per register standing and running rigging, sails, chronometer, and nautical instruments, clock, lamps, carpets, tools, books, anchors, casks, cooking and table utensils, provisions, rifles, shot-guns, and ammunition for the same, and thirteen hundred and seventy-nine (1379) fur seal skins, and all other property 20 found upon and appertinent to said schooner.

That L. G. Shepard was then and there duly commissioned and authorized by the proper Department of the United States for the following causes: That the said vessel and her captain, officers and crew were then and there found engaged in killing fur seals, within the limits of Alaska Territory, and in the said waters thereof, in violation of Section 1956 of the Revised Statutes of the United States. That all the said property after being seized as aforesaid was brought into the Port of Sitka, in said District, and turned over to the United States Marshal of this 30 District, with the exception of the said 1379 fur seal skins, which later were brought into the port of Oonalaska in said Territory and delivered into the keeping of Isaac Anderson, a deputy United States Marshal of this District, and all of said property is now within the judicial District of Alaska, United States of America, and said M. D. Ball, attorney, as aforesaid, further informs and alleges, that on the 6th day of August, A. D. 1887, W. H. Dyer and certain other persons whose names are to the 40 said United States Attorney unknown, who were then and there engaged on board of said schooner "Alfred Adams," as seamen and seal hunters, did under the directions and by the authority of W. H. Dyer, then and there master of said schooner, engage in the killing and did kill in the Territory and District of Alaska, and in the waters thereof fifty fur seals, in violation of Section 1956 of the Revised Statutes of the United States, in such cases made and provided.

That the said 1379 fur seal skins and other goods so 50 seized on board the schooner "Alfred Adams" constituted the cargo of said schooner at the time of the killing of said fur seals and at the time of said seizure. And said attorney saith that all and singular the premises were and are true, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court, and that by reason thereof and by force of the Statutes in such cases made and provided the aforementioned schooner being a vessel of 68.75 tons burden, and her said apparel, tackle, boats, cargo and furniture become and are forfeited 60 to the use of the said United States. Wherefore the said attorney prays that the usual process and monition of this Honorable Court issue in this behalf against said schooner, and all said hereinbefore described property to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause, on the return day of

Dated September 14, 1887.

By A. K. DeLANEY,
Special Asst. Att'y. for the U. S.

Be it further remembered that at said May term, 1887, on said 14th day of September, 1887, the following further proceedings were had and appear of record in said cause, to wit:

Ordered that the time for the trial of this cause be fixed on the 3d day of October, A. D. 1887, and the place of such trial the Court room at Sitka, Alaska, and that fourteen days notice be given of the seizure and libel herein, by publication in the *Alaskan*, a weekly newspaper published at Sitka, Alaska, such publication to begin in the issue of September 17, 1887, of said paper, and also such notice to be posted up in the most public manner at Sitka, aforesaid for the space of fourteen days, such notice to contain the substance of the libel herein of this order.

40 United States District Court for the District of Alaska.
District of Alaska, Sect.

Whereas, a libel of information hath been filed in the District Court of the United States for the District of Alaska, on the 14th day of September in the year 1887, by Hon. M. D. Ball, United States Attorney, for the District aforesaid, on behalf of the United States of America, against the schooner "Alfred Adams," her tackle, apparel, boats, cargo, and 1379 fur seal skins, furniture, as forfeited to the use of the United States, for the reasons set forth in said libel of information, and praying the usual process and monition of said Court in that behalf to be made, and that all persons interested in the said schooner "Alfred Adams," her tackle, apparel, boats, cargo, and said seal skins and furniture, &c., may be cited in general and special to answer the premises, and all proceedings being had, that said schooner "Alfred Adams," her tackle, apparel, boats, cargo and said seal skins and furniture, may for the causes in the said libel of information mentioned, be condemned as forfeited to the use of the United States.

You are, therefore, hereby commanded to attach the said schooner "Alfred Adams," her tackle, apparel, boats,

(Exhibit No. 82.)

cargo and said seal skins, and furniture, to detain the same in your custody until the further order of the Court respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel of information, that they be and appear before the said Court to be held in and for the
 10 District of Alaska, on the 3rd of October, 1887, at 10 o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations in that behalf.

And what you shall have done in the premises do you then and there make returns thereof, together with this writ.

Witness the Hon. LaFayette Dawson, Judge of said Court, and the seal thereof affixed at the City of Sitka, in the District of Alaska, this 15th day of September, in the
 20 year of our Lord one thousand and eight hundred and eighty-seven, and of the Independence of the United States the one hundred and twelfth.

H. E. HAYDON,

Clerk of the U. S. District Court.

By A. A. MEYERS, Deputy Clerk.

(Endorsed)—No. 90.—In the United States District Court, for the District of Alaska.—The United States vs. Schooner "Alfred Adams."—Monition.—Returned and filed Oct. 3, 1887.—H. E. Haydon, Clerk U. S.
 30 Dist. Clerk.

RETURN.

Sitka, District of Alaska.

Be it remembered that in obedience to the annexed monition, I have attached the thirteen hundred and seventy-nine fur seal skins, therein mentioned, but the said schooner "Alfred Adams," and other property therein described, can not be found within the jurisdiction of this Court. I have given due notice to all persons claiming the property described therein, to be and appear before this
 40 District Court on the 3rd day of October 1887, at 10 o'clock in the forenoon, if this be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to make their claims and allegations in that behalf.

And I have as ordered by said Court caused said notice to be published in the *Alaskan* a newspaper published weekly at Sitka, in said District, on the 17th day of September, 1887, and by posting the notice in three prominent places in the town of Sitka in said District.

Sitka, Oct. 3, 1887.

50

BARTON ATKINS,

U. S. Marshal.

District of Alaska. U. S. District Court.

The return to which this is attached is so amended as to state that I have in my possession and custody certain arms and ammunition seized with the schooner "Alfred Adams," to-wit:

7 breech loading shot-guns.
 3 " " rifles.
 2 muskets.
 60 3½ kegs powder.
 259 shell (loaded).
 190 " (empty).
 110 Cartridges 44.
 79 " 45.
 54 " (Small).
 500 primers.

(Exhibit No. 82.)

And afterwards, to wit, on the 22nd day of September, the following further proceedings were had in said cause and appear of record which are in words and figures following, to wit:

In the matter of the United States)
vs.) No. 90.
The schooner "Alfred Adams.")

- 10 And now comes A. K. Delaney, Special Counsel representing the United States and filing his affidavit says that he is one of the Attorneys for the United States in the foregoing entitled action, which action is one *in rem* under the admiralty jurisprudence of the United States; that as deponent is informed and believes one W. H. Dyer, whose whereabouts are unknown to the deponent has the agency and custody of the property seized herein for the owners thereof subject to the claim of the United States for forfeiture and no claim has been filed or put in said action;
- 20 that by reason of the absence from this District and the want of an attorney of record the giving of the notice required by section 863 of the Revised Statutes of the United States for the taking of depositions is impracticable and that there is urgent necessity for the taking of the testimony of L. G. Shepard, David A. Hall, and Thos. W. Benham in behalf of the United States, who are necessary and material witnesses for the United States herein, and said witnesses are bound on a sea voyage, and are about to go out of this District to a greater distance than one
- 30 hundred miles from the place of trial, to wit, to San Francisco, California, before the time of the trial.

Wherefore the deponent prays the order of the Court directing the taking of said witnesses testimony before the Clerk of the Court at his office at Sitka, on the 24th day of September, A. D. 1887, at 10 o'clock in the forenoon and that notice of the time and place of taking the same be served on the said Agent W. H. Dyer twenty-four hours prior to the time fixed for the taking of such depositions by posting.

- 40 On reading and filing the foregoing affidavit, ordered that the testimony of L. G. Shepard, David A. Hall and Thos. W. Benham, be taken before the Clerk of this Court at his office in Sitka on Sept. 24th, A. D. 1887, at 10 o'clock in the forenoon and that one day's notice be given the within named W. H. Dyer of the time and place of taking same by posting in three of the most public places in Sitka, Alaska, copies of such notice.

Dated Sept. 22, 1887.

By the Court.

- 50 Captain L. G. SHEPARD, being duly sworn, deposes and says:

I am the commanding officer of the Revenue Cutter "Rush," engaged in the Revenue Marine service of the United States, and was such on the 6th of August last. I am the officer who seized the schooner "Alfred Adams" on that day. Seizure was made Latitude 54.52, North, Long. 167.10 West. Cape Cheerful, Ounalaska Island, bearing S. E.-S. 1/2 S. through 58 miles. I am regularly commissioned by the President of the United States, and

60 the seizure was made by the direction and by the authority of the Treasury Department of the U. S. The seizure covered the vessel, her cargo, furniture, apparel, tackle, arms, ammunition and 1,379 fur seal skins. The vessel was seized on waters navigable from the sea, by vessels of 10 or more tons burden.

(Exhibit No. 82.)

The seal skins and arms and ammunition were turned over to the U. S. Marshal of this District. I instructed the Captain, W. W. Dyer, master of the schooner, to take his vessel to Sitka, and report to the U. S. Marshal for this District. I also gave him a letter addressed to the U. S. District Attorney and U. S. Marshal at Sitka.

Counsel exhibited to witness the papers of the schooner
10 "Alfred Adams," consisting of Certificate of British Registry No. 83,443, dated March 15th, 1882, issued by register of Victoria, B. C., showing tonnage of vessel to be 68.75; also agreement with crew No. 18,771; also Clearance issued by Custom House at Victoria, B. C., 10th of June, 1887, bound for the North Pacific Ocean and the Behring Sea, on hunting and fishing voyage; also accompanying bill of health, same date same office; also log book showing taking of seal from the 15th of June, 1887, to the day before the vessel was seized.

20 Witness says, I identify those papers and the log book as the papers of the "Alfred Adams." Papers offered in evidence and received. This vessel was boarded by Lieuts. Hall and Dunwoody. She had 1379 skins on board, and when boarded had 14 seals recently killed, and not yet skinned, on deck. Vessel had been in Behring sea since July 10th. The Captain, when he came on board the "Rush," stated to me that he came in Behring sea for the purpose of taking seal, and thought that he had a right to do so outside of the marine league
30 from the shore.

L. G. SHEPARD.

Subscribed and sworn to before me this 24th day of September, A. D. 1886, after having been read over by me to deponent.

H. E. HAYDON,

Clerk U. S. Dist. Court.

Lieut. David A. Hall, being duly sworn deposes and says: I am the executive officer of the Revenue Cutter "Rush," and am the officer mentioned in the evidence of Captain Shepard. On the day mentioned by him I boarded the
40 schooner "Alfred Adams," and found 14 dead seals on deck not skinned. The Captain claimed that he was in the sea sealing and had a right so to do outside of three miles or one league limit.

DAVID A. HALL,

1st Lieut. U. S. R. M.

Sworn and subscribed to before me this 24th day of September, A. D. 1887, after having been read over by me to deponent.

H. E. HAYDON,

Clerk U. S. Dist. Court.

50

PARTICULARS OF ENGAGEMENT.

Signature of Crew.	Age.	Position.	Wages. Month.	Wages. Adv.
Frank Worth.....	42			
Edward Hodgson.....	35	A. B.	\$25 00	\$10
Samuel Bruce.....	37	"	"	
James Kemper.....	18	O. S.	12 50	
60 Wong Quong.....	25	Cook.	25 00	20
W. W. Dyer.....	52	Master.		
Wilh. Thomson.....	23	Mate.	50 00	
Edward Hodgson.....	35	A. B.	30 00	
Cy. Peterson.....	31	A. B.	35 00	
Guoon Quong Tai.....	35	Cook.	25 00	

(Exhibit No. 82.)

And afterwards, to wit, on October 3, 1887, the following further proceedings were had in said cause, and appear of record which are in words and figures following, to wit:

The United States

vs.

No. 90.

Schooner "Alfred Adams."

- 10 The Marshal having returned on the monition issued to him in the above entitled action that in obedience thereto he had attached the said arms and ammunition and thirteen hundred and seventy-nine fur seal skins and now holds the same in his possession subject to the order of the Court, and it appearing by said return that all other property so seized is not now within the jurisdiction of this Court and having given due notice to all persons claiming the same to appear before this Court on the 3d day of October, 1887, at 10 o'clock A. M., then and there to interpose their claims and make their allegations in that behalf, and no other claims or allegations having been made or filed by any other person or persons and the usual proclamation having been made and said cause having been heard on the pleadings and proofs of M. D. Ball, U. S. District Attorney, by A. K. Delaney, counsel in that behalf, appearing as advocate for said libellant, and said cause having been submitted to the Court for decision, and due deliberation being had in the premises, and the Court having filed his findings of fact and conclusions of
- 20 law herein, it is now thereupon ordered, sentenced and decreed as follows:

1st. That all persons whosoever having any claims or allegations against said property be and they are hereby decreed in contumacy and default.

2nd. That said arms and ammunition and thirteen hundred and seventy-nine (1379) fur seal skins now in custody of the Deputy U. S. Marshal at Oonalaska, Alaska, subject to the order of the Court, be and the same are hereby condemned as forfeited to the use of the United States.

- 40 3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of the Court, the usual writ of *venditioni exponas* be issued to the Marshal, commanding him to sell all the property and bring the proceeds into this Court to be distributed according to law.

(Endorsed).—No. 90.—United States *vs.* "Alfred Adams."

—Decree.—Filed October 3, 1887.—H. E. Hayden, Jr., Deputy Clerk.

- 50 And afterwards to-wit, on October 3, 1887, the following further proceedings were had in said cause, and appear of record, which are in words and figures following, to-wit:

In the matter of the United States

vs.

No. 90.

The Schooner "Alfred Adams."

This cause having been tried and submitted, the Court from the evidence finds the following facts and conclusions of law:

- 1st. That on the 6th day of August, 1887, and theretofore the master and crew of the defendant vessel were engaged in killing and did kill five seals in that portion of Behring sea ceded by Russia to the United States by the treaty of March, 1867, and within the waters of Alaska,

(Exhibit No. 82.)

in violation of Section 1956 of the Revised Statutes of the United States.

2d. That on the said 6th day of August, 1887, said vessel, her furniture, apparel, tackle, cargo and 1,379 fur seal skins were seized in said waters by the commanding officer of the United States Revenue Cutter "Rush," then and there engaged in the Revenue Marine service of the United States

3d. That said commanding officer was duly commissioned by the President of the United States and made such seizure under the directions and by the authority of the Treasury Department of the United States.

4th. That the said property so seized, the said 1,379 fur seal skins, arms and ammunition, were delivered by said commanding officer of said cutter to the United States Marshal of the District of Alaska, and are now within the jurisdiction of this Court.

20 As conclusions of law, the Court finds that the plaintiff is entitled to a decree of forfeiture against said vessel, her furniture, apparel, tackle, cargo, and the said 1,379 fur seal skins.

And afterwards to-wit, on Dec. 12, 1887, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

The United States

vs.

30 The Schooner "Alfred Adams," } No. 90.
her cargo, etc. }

It was ordered by the Court that the United States Marshal for the District of Alaska sell the thirteen hundred and seventy-nine (1379) fur seal skins seized from the schooner "Alfred Adams" and condemned by the decree of this court as forfeited to the United States.

That for the purpose of said sale he is authorized to take said skins out of the District of Alaska to secure a better market, and to take them to Port Townsend, Seattle, or Tacoma on Puget Sound in the District of Washington Territory and there make said sale having first advertised the time and place thereof as required by law for at least thirty days, and that out of the proceeds thereof he pay the costs and expenses of said sale of insuring, caring for, and transporting said property, and that he apply the balance of said proceeds as provided by law and report all his doings in the premises to this Court.

50 (Endorsed)--No. 90.—In the U. S. Dist. Court.—Dist. of Alaska.—United States *vs.* Schooner "Alfred Adams."—Order for sale of 1379 fur seal skins.—Filed Dec. 12, 1887.—H. E. Hayden, Clerk.

And afterwards to-wit, on April 19, 1888, the following further proceedings were had in said cause and appear of record, which are in words and figures following to-wit:

In the matter of the United States

vs.

60 Schooner "Alfred Adams." } No. 90.

Now comes M. P. Berry, appearing as proctor for claimants and moves the Court for leave to file a motion for rehearing in above entitled cause. Whereupon after due consideration and argument the motion was overruled by the Court and also a board being tendered the same was refused by the Court.

(Exhibit No. 10, U. S.)

United States Exhibit.**EXHIBIT No. 10 (U. S.), CLAIM No. 8.**

Certified copy of proceedings in the Supreme Court of British Columbia in the matter of the Estate of Jacob Gutman, Deceased.

In the Supreme Court of British Columbia. In Probate.

- 10 In the matter of the Estate of Jacob Gutman Deceased and in the matter of The Merchant Shipping Act 1854 (17 & 18 Vict. C. 104).

I, Alexander Frank, of the firm of "Gutmann & Frank" of Johnson Street in the City of Victoria in the Province of British Columbia, Merchants and Indian traders, hereby make oath and say as follows:

1. That on the 7th day of November, 1887, letters of administration (*durante minore ætate* of Moritz Gutmann) to the estate of Jacob Gutmann the above named deceased were granted to me by the Supreme Court of British Columbia.

2. That the said estate of the said Jacob Gutman consists of (*inter alia*) a British ship registered in the name of the said Jacob Gutmann at the Port of Victoria, British Columbia, aforesaid, such ship being registered as the "Alfred Adams" and thirty-two sixty fourths of and in a certain ship belonging to the said firm of "Gutmann & Frank," but which said last mentioned ship is registered at the said port of Victoria in the name of the said Jacob Gutmann and is registered under the name of the "Black Diamond."

3. That I hold a mortgage for twelve hundred and fifty dollars on the said ship the "Alfred Adams," and that such mortgage is duly recorded at the said port of Victoria according to the provisions of the above mentioned act.

Sworn at the City of Victoria in the Province of British Columbia this 31st day of January 1888, before me,

4. That I am an American subject.

40

(Signed)

ALEX. FRANK,

W. J. TAYLOR,

A Commissioner for taking affidavits in the Supreme Court of British Columbia.

In the Supreme Court of British Columbia, in Probate.
In re the estate of Jacob Gutmann, deceased.

- I, Alexander Frank, of the City of Victoria, in the Province of British Columbia, merchant, hereby make oath and say as follows:

1. That by order of the above Court, dated the 7th day of November, 1887, I was appointed the administrator of the estate of Jacob Gutmann, deceased, *durante minore ætate* of one Moritz Gutmann, and I was ordered, upon the said Moritz Gutmann attaining the age of twenty-one years, to exhibit to the Court a just and true account of the estate and effects of the said Jacob Gutmann, and that letters of administration were granted to me in accordance with such order.

2. That I am informed and verily believe that the said Moritz Gutmann has attained the age of twenty-one years.

3. That the said Jacob Gutmann was at the time of his decease a partner with me in a business carried on by us at the City of Victoria, as merchants and Indian traders,

60

(Exhibit No. 10, U. S.)

and that the estate of the said Jacob Gutmann consists of one-half interest in the property of such partnership.

4. That the account hereunto annexed marked "A" is a true account of the assets and liabilities of the estate of the said Jacob Gutmann, deceased

5. That the account hereunto annexed marked "B" is a true account of cash received and payments made by me from the 4th day of October, 1887, up to and until the present date on account of the said partnership firm, and that such account shows the dealings of the said firm and with the said partnership property during and between the said dates.

(Signed) ALEXANDER FRANK.

Sworn at the City of Victoria this 2d day of October, 1888, before me,

J. P. WALLS,

A Commissioner for taking affidavits
in the Supreme Court of British
Columbia.

20

"A"

This is the account marked "A" referred to in the affidavit of Alexander Frank sworn to before me this 2nd day of October, 1888.

J. P. WALLS,

A Commr., &c.

In the matter of the estate of Jacob Gutman, deceased.

30 The following is a list of assets of the estate of the deceased.

The deceased is entitled to one-half interest in the following properties:

British Schooner "Black Diamond."

British Schooner "Lily."

Goods on hand at Clayoquot Station.

Whaling Gear.

Goods on hand at Victoria.

Real Estate Lion Brewery.

40 Real Estate lot adjoining Lion Brewery.

Goods on board the Schooner "Lily."

Book accounts good.....1689 01

Book accounts doubtful.

Bills & Notes receivable good.....1224 20

Bills and Notes receivable doubtful.

Cash on hand.....41 40

Claim against the U. S. Government *re* seizure Alfred Adams.

Interest is claimed from Oct. 1, 1887, at 7 % per annum.

50 The following is a list of the liabilities due from the above estate:

One-half share of the following debts:

S. Frank & Co., San Francisco, Cal.....10,589 32

H Gutman, Munchen, Germany.....89 00

Bi. & Notes payable.....1,000 00

Mc gages on Lion Brewery.....2,200 00

Fr Thornberg, Clayoquot Station.....700 00

Sur lry accounts.....200 00

60 Bk British Columbia.....2,490 54

Clayoquot Indians.....335 00

Suit Capt. Dyer on account of seizure Alfred Adams. W.

Thompson's claim to be paid when U. S. Government pays the claim.

Re seizure "Alfred Adams."

Claim of M. Gutman for wages.

(Exhibit No. 10, U. S.)

In The Supreme Court of British Columbia.

In re the Estate of Jacob Gutmann deceased and in the matter of the Merchant Shipping Act 1854 (17 & 18 Vict. C 104)

I, Gronow Gaches Gwynn of the City of Victoria in the Province of British Columbia hereby make oath and say as follows:

10 1. That I am employed in the office of Mr. Theodore Davie of the City of Victoria, Barrister and Solicitor.

2. That in the course of my duties as such employee I made application to Mr. Justice Crease one of the Judges of the Supreme Court of British Columbia for an order for the grant of letters of administration to the estate of Jacob Gutmann deceased and that letters of administration to the said estate were granted to Alexander Frank of the said City of Victoria on the 7th day of November, 1887.

20 3. That at the time of making such application and until within a few days previous to the day of the date of this my affidavit I was not aware nor had it been brought to my knowledge or to the best of my knowledge and belief to the knowledge of my said employer that the said Alexander Frank was other than a British subject.

4. I am informed and verily believe that the said Alexander Frank is an American subject.

30 (Signed) GRONOW G. GWYNN.

Sworn at the City of Victoria in the Province of British Columbia this 1st day of February 1888 before me.

W. J. TAYLOR.

A Commissioner for taking affidavits in the Supreme Court of British Columbia.

In the Supreme Court of British Columbia. In Probate.
In the matter of the Estate of Jacob Gutmann, deceased.

40 Letters of Administration granted to Alexander Frank on the seventh day of November, 1887.

I, Alexander Frank, of the City of Victoria, in the Province of British Columbia, Merchant, hereby make oath and say as follows:

1. That I am the above mentioned Administrator of the Estate and effects of Jacob Gutmann, deceased.

2. That the Inventory or Schedule hereunto annexed and marked with the letter "A" is a true and perfect Inventory of the Estate and effects of the said Jacob Gutmann, deceased, and that the same is exhibited by me as such in accordance with the order of the Honorable Ch. Justice Crease, one of the Judges of the above Court, appointing me the administrator *durante minore etate* of the above estate.

(Signed.) ALEXANDER FRANK.

Sworn at the City of Victoria, in the Province of British Columbia, this 30th day of April, 1888, before me,

D. M. EBERTS,

60 A Commissioner for taking affidavits in the Supreme Court of British Columbia.

(Exhibit No. 10, U. S.)

"A"

THE INVENTORY OF SCHEDULE IN THE ANNEXED AFFIDAVIT
OF ALEXANDER FRANK REFERRED TO.

One half part or share of and in the following moneys, properties, effects and credits.

One Schooner registered at the Port of Victoria in the name of Jacob Gutman the deceased and under the name of the "Black Diamond."

One other Schooner also registered at the Port of Victoria in the name of the said Jacob Gutman and under the name of "Lily" and formerly called the "Alfred Adams."

Merchandise and general stock in trade of Indian traders in upon or about a certain store situate at Clayoquot Sound on the West Coast of Vancouver Island, such stock in trade being of the value of five thousand dollars or thereabouts.

Cash in the store at Clayoquot Sound eight hundred dollars or thereabouts.

Merchandise and general stock in trade of the firm of "Gutman and Frank" in their store at Johnson Street in the City of Victoria of the value of twenty-five hundred dollars or thereabouts.

Book accounts of the said firm of "Gutman and Frank" amounting to one thousand dollars or thereabouts.

Hereditaments and premises known as the "Lion Brewery" situate at Spring Ridge in the said City of Victoria comprising two and a half acres of land (more or less) a brewery, a licensed saloon, and a dwelling house, subject to two mortgages to secure the sums of one thousand dollars and twelve hundred dollars respectively.

A plot of Land containing one half of an acre (be the same more or less) and situate adjoining the above mentioned "Lion Brewery" property.

Claim against the United States Government for the value of thirteen hundred and eighty-six seal skins and for damages for the seizure by the said Government of the schooner "Alfred Adams" and for the detention of the said skins and certain guns and ammunition.

ALEXANDER FRANK.

This is the Inventory or Schedule marked "A" referred to in the annexed affidavit of Alexander Frank, sworn before me this 30th day of April, 1888.

D. M. EBERTS,

A Commissioner, &c.

In the Supreme Court of British Columbia.—In Probate.

In re the Estate of Jacob Gutman.

I, Alexander Frank of the City of Victoria, in the Province of British Columbia, trading under the name or style of "Gutmann & Frank," as merchants and Indian traders, hereby make oath and say, as follows:

1. That for two years and upwards one Jacob Gutmann had, until the date of his supposed death hereinafter mentioned, been in partnership with me in a trade or business carried on by us at Johnson street, in the said city of Victoria, trading under the name or style of "Gutmann & Frank," as merchants and Indian traders.

2. That in the course of our said business our said firm possessed three schooners, and that occasionally either I or the said Jacob Gutmann would accompany the said schooners or one or other of them to Clayoquot Sound on

(Exhibit No. 10, U. S.)

the West Coast of Vancouver's Island, British Columbia, aforesaid.

3. That in the month of February, in the present year, the said Jacob Gutmann sailed from the port of Victoria, British Columbia, aforesaid, in one of our said schooners, known by the name of the "Black Diamond," bound for Clayoquot Sound aforesaid.

10 4. That our said partnership firm have a store or trading post at Clayoquot Sound aforesaid, and that the said schooner, the "Black Diamond," was, on leaving Victoria, loaded with goods and provisions for the purpose of supplying such store, and that it had been arranged between the said Jacob Gutmann and myself that the said schooner, the "Black Diamond," should, after having discharged her cargo proceed on another expedition, and that the said Jacob Gutmann should be left at Clayoquot Sound aforesaid to look after our interests there for some
20 little time, and that the said Jacob Gutmann should, after having transacted his business at our said store at Clayoquot Sound aforesaid, return to Victoria by canoe or other available means of transit.

5. That the said schooner the "Black Diamond" arrived at Clayoquot Sound aforesaid in due course with the said Jacob Gutmann on board and that the schooner having discharged her cargo proceeded on another expedition leaving the said Jacob Gutman at Clayoquot Sound in accordance with the aforesaid arrangements.

30 6. That on or about the 19th day of March in the present year one Moritz Gutmann a brother of the said Jacob Gutmann was sent down to Clayoquot Sound aforesaid by our said firm for the purpose of taking charge of our said store there and that the said Moritz Gutmann arrived at Clayoquot Sound aforesaid on or about the twenty third day of March in the present year and that on the arrival of the said Moritz Gutmann the said Jacob Gutmann was still at Clayoquot Sound aforesaid.

7. That towards the latter part of the month of March
40 another of our said schooners viz: the "Active" arrived at Clayoquot Sound aforesaid and that on the 29th day of March in the present year the said Jacob Gutmann left Clayoquot Sound aforesaid in the said schooner the "Active" bound for Port San Juan on the said West Coast of Vancouver Island it being the expressed intention of the said Jacob Gutmann to leave the said schooner the "Active" at Port San Juan aforesaid and to take a canoe from that place to Victoria.

8. That on the 1st day of April in the present year a
50 fierce hurricane raged along the said West Coast of Vancouver Island and that during the continuance of that hurricane a number of vessels were wrecked or otherwise lost.

9. That on or about the 17th day of April last the said schooner the "Black Diamond" returned to Victoria in distress having been out in the said gale of the beginning of April and brought me news that a report was being circulated that the schooner the "Active" had not arrived at Port San Juan and was supposed to be lost with all
60 hands on board.

10. That in the months of April and May last I made respectively two trips to the said Port San Juan and Clayoquot Sound aforesaid and made inquiries amongst the Indians and others as to the missing schooner the "Active" and that I ascertained that the said schooner the "Active" had never arrived at Port San Juan, her

(Exhibit No. 10, U. S.)

said destination, and that it was the general impression amongst the inhabitants of the said West Coast the said schooner the "Active" could not have withstood the violence of the said gale, and that as there had been no trace of her found that she must have been lost with all hands on board.

11. That there were on board the said schooner "The Active" when she left Clayoquot on the 29th day of March last, as aforesaid, besides the said Jacob Gutmann four other white men and twenty-eight Indians.

12.—That no word or other tidings has ever been received as to the fate of the said Jacob Gutmann or either of the said four white men and twenty-eight Indians, and that the presumption is that the said schooner "The Active" must have been lost with all hands on board during the said hurricane on or about the said 1st day of April last.

13.—That to the best of my knowledge and belief the said Jacob Gutman has left no will or other testamentary document behind him, and that such knowledge and belief is founded upon a search I have made amongst the effects of the said Jacob Gutmann.

13.—That the said Jacob Gutmann was a native of the Kingdom of Bavaria, in the Empire of Germany, and that the only relative of the said Jacob Gutmann in British Columbia is a brother, the said Moritz Gutmann, and that the said Moritz Gutmann is a minor and under the age of twenty-one years.

14.—That Moses Lenz, of the said City of Victoria, merchant, is a creditor of the said firm of Gutmann & Frank to the amount of four hundred and fifty dollars or thereabouts, and that he is desirous of obtaining letters of administration to the estate and effects of the said Jacob Gutmann in British Columbia, and that such estate and effects consist solely of one-half interest in the said partnership firm of Gutman & Frank, and that I estimate such interest of the said Jacob Gutman at the sum of fourteen hundred dollars or thereabouts.

(Signed) ALEX. FRANK.

Sworn at the City of Victoria this 1st day of November 1887, before me,

D. M. EBERTS,

A Commissioner for taking Affidavits in
the Supreme Court of British Columbia.,

This is the paper writing marked "A" referred to in the annexed affidavit of Moritz Gutman sworn before me this 9th day of November, 1888.

(Signed) GEO. JAY, Jr.,

A Commissioner, &c.

"A"

In the Matter of the Estate of Jacob Gutman deceased Intestate. The following is a list of the assets of the firm of Gutman and Frank and in which the above named deceased owned one half interest.

Schooner "Black Diamond".....	1,500 00
Schooner "Lily".....	1,500 00
Lion Brewery and Lot adjoining.....	5,000 00
Goods on hand at Clayoquot station.....	4,004 46
Whaling gear.....	321 93
Goods on board the "Schooner Lily".....	1,537 71
Book accounts good.....	1,689 01
Bills and Notes receivable good.....	1,224 20
Cash on hand.....	41 40
Goods on hand at Victoria.....	504 58

\$17,323 29

(Exhibit No. 10 U. S.)

The following is a list of the liabilities due from the said firm of Gutman and Frank and for one moiety of which the estate of the above named deceased is liable

S. H. Frank & Co.....	10,589 32
H. Gutman.....	89 00
Bills and Notes payable.....	1,000 00
Mortgages on Lion Brewery.....	2,200 00
10 Fred Thornberg.....	700 00
Sundry accounts.....	250 00
Bank of British Columbia.....	2,490 54
Clayoquot Indians.....	335 00
M. Gutmann.....	569 00
	<hr/>
	\$18,222 86

" B."

This is the paper writing marked " B " referred to in the affidavit of Moritz Gutman sworn before me this 9th day of November, 1888.

GEO. JAY, JR.,
A. Comm'r., &c.

VICTORIA, B. C., 8th November 1888.

Appraisement of Lion Brewery and a half an acre of land adjoining, which in my opinion is worth about five thousand dollars.

The Schooners " Black Diamond " and " Lilly " are worth in my opinion about fifteen hundred dollars each.

Yours very faithfully,
30 (Sgd.) W. R. CLARKE,
Auctioneer and Appraiser.

In the Supreme Court of British Columbia. In Probate.

In re the estate of Jacob Gutmann, deceased. Intestate.

I, Moritz Gutmann, of the City of Victoria, British Columbia, hereby make oath and say as follows:

1. That letters of administration to the estate and effects of Jacob Gutmann, late of the City of Victoria, the above named deceased, were granted to me on the second day of October, 1888.

2. That the said Jacob Gutmann, at the time of his decease, was a partner in the firm of Gutmann & Frank, of the City of Victoria aforesaid, merchants and Indian traders, and that the only estate, property and effects of the said Jacob Gutmann in the Province of British Columbia consists of a moiety half part share or interest in the assets of the said firm of Gutmann & Frank, and that the said estate of the said Jacob Gutmann, deceased, is liable to a moiety of the liabilities of the said partnership firm of Gutmann & Frank.

3. That the account hereunto annexed, marked " A," is a true account of the assets and liabilities of the said partnership firm of Gutmann & Frank.

4. That the values of the following property, schooner " Black Diamond," fifteen hundred (\$1,500) dollars, schooner " Lily," fifteen hundred (\$1,500) dollars, " Lion Brewery and Lot adjoining," five thousand (\$5,000) dollars, in the list of the assets in the said account hereunto annexed, marked " A," contained, are the values put upon the same property, respectively, by one William Raymond Clarke, of the said City of Victoria, auctioneer and valuer, and that the paper writing hereunto annexed, marked " B," is a true copy of the valuation of the same property by the said William Raymond Clarke.

5. That the values Four thousand and four Dollars and

(Exhibits Nos. 10 U. S. and 83.)

forty six cents (\$4,004.46) Three hundred and twenty one dollars and Ninety three cents (\$321.93) Five hundred and four dollars Fifty eight cents (\$504.58) Fifteen hundred and thirty seven dollars and Seventy one cents (\$1,537.71) in the said list of assets placed against "goods at Clayoquot station" "Whaling gear" "Stock in Victoria" and "Merchandise on Schooner Lily" respectively are the invoice prices of the said goods and effects respectively.

6. That the said values of the said property goods and effects are to the best of my knowledge and belief the fair cash value of such property goods and effects.

7. That such account shows an excess of the liabilities over the assets to the amount of \$899.57 for one moiety of which excess such moiety being Four hundred and forty nine dollars and seventy eight cents (\$449.78) the estate of said Jacob Gutmann deceased is liable.

8. That the said firm of Gutmann and Frank have a claim against the Government of the United States of America for the amount of Twenty thousand four hundred and thirty three dollars (\$20,433) such claim being for the seizure of a certain schooner known by the name of the "Alfred Adams" and owned by the said firm of Gutman and Frank and of certain seal skins belonging to the said firm and that proceedings have been commenced and are now being prosecuted for the recovery of such damages.

9. That I have received an offer from Alexander Frank the partner of the said Jacob Gutman deceased in the said firm of "Gutman and Frank" for the purchase of the interest of the said Jacob Gutmann deceased in the assets of the said firm (excepting thereout the said claim of \$20,433.00 against the United States authorities) the consideration offered by the said Alexander Frank for such purchase being the assumption by the said Alexander Frank of all the liabilities of the said firm.

10. That I am desirous of accepting such offer and of conveying and assigning the estate and interest of the said Jacob Gutmann deceased in the said assets of the said partnership firm (excepting the interest of the said Jacob Gutmann deceased in the said claim of \$20,433.00 against the Government of the United States of America) to the said Alexander Frank.

11. That I am the only beneficiary of the estate of the said Jacob Gutmann deceased in the province of British Columbia.

(Signed) MORITZ GUTMANN.

Sworn before me at Victoria British Columbia this 9th day of November A. D. 1888.

GEO. JAY JR.

Commissioner for taking affidavits in the Supreme Court of British Columbia.

Claim No. 20, "Kate."

EXHIBIT NO. 83 (G. B.), CLAIM NO. 20.

60

Transcript of register, schooner "Kate," July 28, 1870, to February 25, 1895.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

(Exhibits Nos. 84 and 85.)

Claim No. 12, "Triumph."**EXHIBIT No. 84 (G. B.), CLAIM No. 12.**

Surveyor's report on "Triumph," dated March 8, 1887,
and signed W. R. Clarke, Marine Surveyor.

By order of the Commissioners, on consent of counsel,
this exhibit is not printed.

Claim No. 23 "Oscar and Hattie."**EXHIBIT No. 85 (G. B.), CLAIM No. 23.**

In the Supreme Court of Canada.

The Ship "Oscar and Hattie," her equipment, and every-
thing on board of her, and the proceeds thereof,
(Defendant) Appellant,

And

Her Majesty the Queen,

(Plaintiff) Respondent.

I, Robert Cassels, Registrar of the Supreme Court of
Canada, hereby certify that the printed document annexed
hereto, marked A, is a true copy of the original case, filed
in my office in the above appeal; that the document
marked B, also annexed hereto, is a true copy of the formal
judgment of this Court in the said appeal, and that the
printed document marked C, also annexed hereto, con-
tains on page 400 (beginning with line 24) to 414 thereof,
inclusive, a copy of the reasons for judgment delivered by
the Judges of this court when rendering judgment in the
said appeal.

ROBERT CASSELS,

Registrar.

[SEAL.]

Dated at Ottawa this 12th day of October, A. D. 1896.

"A"

IN THE SUPREME COURT OF CANADA.

ON APPEAL FROM THE ADMIRALTY DISTRICT OF BRITISH
COLUMBIA.

Between

The Ship "Oscar and Hattie," her equipment, and every-
thing on board of her, and the proceeds thereof.

[Defendant] Appellant.

and

Her Majesty The Queen,

[Plaintiff] Respondent.

ACTION FOR CONDEMNATION.

CASE ON APPEAL.

D. M. EBERTS, VICTORIA, B. C.,

Solicitor for Appellant.

McINTYRE, CODE & ORDE, Ottawa, Ont., Agents.

CHAS. E. POOLEY, VICTORIA, B. C.,

Solicitor for Respondent.

O'CONNOR, HOGG & BALDERSON, Agents.

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IN THE SUPREME COURT OF CANADA,

ON APPEAL FROM THE ADMIRALTY DISTRICT OF BRITISH COLUMBIA.

Between

The ship "Oscar and Hattie," her equipment, and every-
 40 thing on board of her, and the proceeds thereof,
 [Defendant] Appellant,

and

Her Majesty the Queen,
 [Plaintiff] Respondent.

ACTION FOR CONDEMNATION.

50

SHORT STATEMENT OF CASE.

This is an appeal on behalf of the above named Appellant, from an order pronounced by the Honourable Sir Matthew Baillie Begbie, Local Judge in Admiralty, of the Exchequer Court of Canada, British Columbia Admiralty District, on the 5th day of January, 1893, condemning the ship "Oscar and Hattie," and her equipment and everything on board thereof, as forfeited to Her Majesty for contravention of the Act known as the Seal Fishery (Behring's Sea) Act
 60 1891.

(Exhibit No. 85.)

ORDER FOR PLEADINGS.

Dated 29th day of October, 1892.

Upon hearing Mr. C. E. Pooley, Q. C., on behalf of the Crown and Mr. Taylor on behalf of the ship "Oscar and Hattie," I DO ORDER that pleadings shall be delivered in this action.

MATT. B. BEGBIE, L. J. A.

10

PETITION.

Writ issued the 22nd day of October, 1892.

1. The ship "Oscar and Hattie," Thomas Turtle, master, was seized by an officer and boat's crew from the United States ship "Mohican" on the 31st day of August, 1892, at Gotzleb Harbour, Attu Island, being a place within the prohibited waters of Behring's Sea as defined by order in Council dated the 9th day of May 1892 made by Her Majesty the Queen in pursuance of an Act of the Imperial Parliament entitled "The Seal Fishery (Behring's Sea) Act 1891."

2. The said ship set sail from the port of Victoria towards the North Pacific Ocean on the 26th day of January 1892, fully manned and equipped for the purpose of hunting, killing and taking seals.

3. That the master of the said ship "Oscar and Hattie," Thomas Turtle was on the 17th day of June 1892 duly warned by an officer from the United States ship "Adams," not to enter the waters of Behring's Sea for the purpose of sealing, and at the same time received from the said officer a copy of the Proclamation of the President of the United States, a copy of the convention between the United States and Great Britain, and a copy of the British Seal Fishery (Behring's Sea) Act 1891.

4. The said ship at the time of the seizure as set forth in paragraph one hereof was fully manned and equipped for the purpose of hunting, killing and taking seals, and had on board thereof shooting implements and seal skins, and the said ship was used and employed in killing, taking or hunting or attempting to kill or take seals within the prohibited waters of Behring's Sea as aforesaid.

5. That after the said seizure of the said ship as mentioned in paragraph one hereof, the said ship with her crew and equipment were taken to Ounalaska, and there handed over by the American officers to Captain Parr, of Her Majesty's ship "Melpomene," who was the senior officer of the British Fleet in Behring's Sea.

6. The said Captain Parr took the guns used for sealing, to the number of twenty-two out of the said ship and towed the said ship to sea, and directed Thomas Turtle, the master of the said ship to sail the said ship to Victoria, and report himself with his said vessel to the Customs Authorities there.

7. The said Captain Parr has the said twenty-two sealing guns on board Her Majesty's ship "Melpomene" in Esquimaux harbour.

8. The two hundred and twenty-six seal skins found on the said ship when seized as mentioned in paragraph one hereof, were on the twentieth day of October 1892, at the request of the owners thereof, and with the consent of the British Admiral of this station, sold for the sum of three thousand and thirty-six dollars (\$3,036.00), which said money is deposited in the Bank of British Columbia to abide the event of this action and to be dealt with as this Honourable Court shall direct.

(Exhibit No. 85.)

Alfred Arthur Chase Parr, Captain of Her Majesty's ship "Melpomene" claims:—

The condemnation of the said ship "Oscar and Hattie," and her equipment and everything on board of her or the proceeds thereof, on the ground that the said ship was at the time of the seizure thereof (at Gotzleb Harbour, Attu Island) being a place within the prohibited waters of Behring's Sea as defined by Order in Council, dated the 9th day of May 1892, made by Her Majesty the Queen, in pursuance of an act of the Imperial Parliament intituled the Seal Fishery (Behring's Sea) Act 1891, fully manned and equipped for hunting, killing and taking seals and had on board shooting implements and seal skins, and that the said ship was used and employed in killing taking or hunting or attempting to kill or take seals within the prohibited waters of Behring's Sea aforesaid.

Dated the thirty-first day of October 1892.

20

A. A. CHASE PARR.

CHAS. E. POOLEY, Solicitor for the Crown.

ANSWER.

1. The owners of the ship "Oscar and Hattie" admit paragraphs 2, 3, 5, 6, 7 and 8 of the Petition and so much of Paragraph 1 as alleges that the said ship was seized as stated at Gotzleb Harbour, Attu Island.

2. The said ship was in the said Harbour and waters solely for the purpose of obtaining a supply of water and provisions in order to enable her to return to Victoria and not for the purposes alleged or otherwise.

3. The said ship was never in prohibited waters for the purposes alleged or otherwise save as aforesaid.

4. The said waters are not prohibited as alleged or otherwise save for the purpose of hunting seals.

5. The said ship put into said Harbour being at the time in distress and for the purpose of relieving such distress and never was in such waters for any purpose prohibited by said Orders in Council, Prohibitions and Conventions.

6. Save as aforesaid the Owners deny each and every of the allegations contained in the said Petition.

Filed the 12th day of November 1892 by D. M. Eberts (of the firm of Eberts & Taylor), 30 Langley Street, Victoria, Defendants' Solicitor.

REPLY.

The plaintiff denies the several statements contained in the answer except in so far as the same contained admissions.

Dated the 9th day of December, 1892.

CHAS. E. POOLEY,

Solicitor for the Plaintiff.

ORDER FOR EXAMINATION BEFORE TRIAL.

Friday, the 2nd day of December, 1892.

BEFORE THE LOCAL JUDGE IN ADMIRALTY.

Upon hearing counsel for defendants and plaintiffs and by consent it is ordered that Thomas Turtle and Charles Peters witnesses for the defendants be examined before James Charles Prevost, Registrar of this Court, at the Court House, Bastion Square, Victoria, on Saturday, the 3d day of December, at the hour of eleven in the forenoon, and that the official stenographer do attend and report the proceedings on the said examination.

MATT. B. BEGBIE, L. J. A.

(Exhibit No. 85).

EXAMINATION OF THOMAS TURTLE, under Order of the Judge, dated the 2d day of December, 1892.

THOMAS TURTLE, being duly sworn, testified as follows:—

DIRECT-EXAMINATION by Mr. Taylor:

Q. Your name is Thomas Turtle? A. Yes, sir.

Q. You are a master mariner? A. Yes, sir.

Q. You are in command of the "Oscar and Hattie"? A. Yes, sir.

Q. And were last summer when she was seized? A. Yes, sir.

Q. Where did you sail from with her last summer when you went north? A. I sailed from Yaquina, Oregon.

Q. About what date was that, Captain? A. The 18th, I think, of February.

Q. The latter end of February? A. The latter end of February.

Q. Where was she registered, the "Oscar and Hattie"? A. At Victoria.

Q. For what purpose did you leave Yaquina? A. Sealing and fishing.

Q. Sealing and fishing in the North Pacific Ocean? A. Yes, sir.

Q. Well, for how long did you continue sealing in the North Pacific Ocean? A. Up until the latter end of August.

Q. Up until the latter end of August? A. Yes, sir.

Q. What occurred about the latter end of August, Captain Turtle? A. I was short of water, and prepared to come home; give up sealing.

Q. You were short of water, and prepared to give up sealing? A. Yes, sir.

Q. And prepared to come home, you say? A. Yes, sir.

Q. Well, let me understand you. Was that because you had finished your sealing adventure? A. Finished sealing; yes, sir.

Q. And were short of water? A. And was short of water, and provisions as well.

Q. And provisions as well. Well, as a result of being short of water, what did you do? A. I bore away for Attou.

Q. Attou; that is an island. A. Yes, sir; the western island of the Aleutian group.

Q. The western island of the Aleutian group. Do you know which side of the island that harbour is, Captain? A. The one that I know is on the north side.

Q. On the north side? A. Yes, sir.

Q. What was the state of the weather? A. It was rough.

Q. Well, that is pretty general, Captain; you say rough. Give us a more particular idea of what the weather was like. A. It was stormy.

Q. It was stormy? A. A heavy sea.

Q. A heavy sea. Clear weather, was it? A. Well, I forget now, exactly; unless I looked at the log I wouldn't swear to it now, I have forgot.

Q. Will you take a look at your log and see?

Mr. Pooley: I will put the log in directly.

Mr. Taylor: Might just as well now, to save time.

THE LOG BOOK WAS PRODUCED.

Q. Now tell from the log which day it was you put into Attou.

Mr. Pooley: Q. You were seized on the 31st? A. Yes, sir. I anchored on the 30th.

(Exhibit No. 85).

Q. You anchored in there on the 30th? A. Yes, sir.

Q. Where? A. In Gotzleb harbour, Attou Island.

Q. That is on the north side of Attou Island? A. Yes, sir; and it comes up next to Tschitschagoff harbour.

Q. Why did you put in that particular place, Captain? A. It was the only one I could make.

Q. Why? A. I didn't want to go into Tschitschagoff harbour at all. I only went into an open roadstead; I didn't want to lie in a harbour any length of time; I went simply into Gotzleb for water.

Q. Did the state of the weather have anything to do with you going in there? A. There was strong winds; I couldn't get around to the south side of the island.

Q. That was on the 31st, you say, of August? A. On the 30th of August, that was the day that I anchored.

Q. The 30th of August, yes? A. The 30th of August.

Q. Can you give us any idea from that log book the point from which you sailed, when you made up your mind you wanted water, and to start for Attou Island? A. I was off Copper Island.

Q. You were off Copper Island? A. Off the southeast end of it.

Q. Off the southeast end of it. How far off? A. I should reckon I was 40 miles off the island when I bore away; 40 or 50 miles.

Q. Was that your only reason for going into Attou, what you stated? A. For water.

Q. Yes? A. That was all, sir; I knew I couldn't get any provisions there; there was no provisions to get.

Q. Where were you going to get your provisions to come home? A. I had just enough to carry me home, that was all.

Q. When you speak of being short of provisions, you mean you were so short of provisions you could not continue sealing any longer? A. I couldn't continue sealing any longer.

Q. Did you get any provisions at Attou before you left there? A. I got some from the United States ship "Mohican."

Q. To return to Victoria? A. Yes, sir.

Q. And did you get any other provisions besides? A. Yes, sir; at Ounalaska.

Q. (Mr. Pooley.) You got some from the "Mohican"? A. Yes, sir.

Q. At Ounalaska. What did you do when you got to Attou Island? A. I went ashore at Attou Island to see if I could find a suitable place to water at, I suppose some time about seven or eight in the morning, and about one o'clock we began to fill the tanks.

Q. About seven or eight o'clock you went ashore? A. To see if I could get a place to water.

Q. And then having discovered a place you began to fill your tanks about one o'clock in the afternoon? A. Yes, sir.

Q. And then what occurred after that? A. About five in the evening there was a boat from the "Mohican" came from Tschitschagoff Harbour.

Q. Yes? A. And seized me.

Q. Well, now, state what they actually did there? A. When they seized the ship?

Q. Yes. Tell us when you first saw the boat, and what occurred right straight through? A. They came alongside; Ensign Harrison of the United States Navy was in charge

(Exhibit No. 85.)

of the boat; and he seized me for being at anchor inside the Behring Sea.

Q. That is what he told you, was it? A. Yes, sir; that is what he told me.

Q. Did he give you any memorandum of it, or writing?

A. No, sir; he took all my papers—he overhauled all my papers, and took the official log book and the ship's log, and in the evening there was—later on, I believe about half-past seven or eight o'clock, there was another boat came from the same ship, with another officer in it by the name of Macdonald, and he relieved Mr. Harrison; he had the master-at-arms with him with five seaman I think; and they stopped on board of my ship, and the Ensign Harrison took the two boats away back to this other harbour where the man-of-war was laid.

Q. How long did they remain in charge of you there?

A. In Gotzleb harbour, sir. They remained there until I left; that was the next day, the next afternoon.

Q. The next afternoon; that would be the first then?

A. The first of September, yes. The dates were different; he was keeping western time, and I eastern time.

Q. The times you mean? A. Yes, sir; the time, the day. By my time, this date was the 31st that I was seized, and according to the American time it is the 30th; I was a day ahead of them; I was simply keeping eastern time and they western time.

Q. (Mr. Pooley): "I was a day ahead of them, as I kept eastern time." A. Yes, sir.

Q. (Mr. Pooley): "And they kept western time?" A. Yes, sir. It is crossing the meridian of 180 you run into another time.

Q. By their time they seized you on the 30th? A. Yes, sir, their time—on the 30th they seized me. Yes, sir, on the 30th; you are right, sir.

Mr. Pooley: The 30th of August.

Q. Well, now, did you make any complaint? A. Yes, sir; on the next morning; that would be, according to my time here, that would be the first of September.

Q. Yes. A. I lowered—put one of the boats out and went around to the other harbour to see Captain Johnson.

Q. Was he the Captain of the "Mohican?" A. He was the Captain of the "Mohican."

Q. What occurred when you met him? A. I protested against being seized; wanted to know what I had done that he seized me; told him I was short of provisions and water, and was on my homeward passage; and he gave me to understand that he didn't seize me; he didn't believe that I had—

Objected to by petitioner's counsel; statements of Captain Johnson taken subject to objection.

Q. Now give us his statement. What was it he said to you, Captain? A. He said he was very sorry that he had to seize me; he seized me for being in the—being at anchor in a port that I had not cleared for and for being in prohibited waters.

Q. Yes. Did you say anything? A. About what he said?

Q. Just tell the conversation between, you, Captain.

Mr. Pooley: This is all subject to the same objection.

Mr. Taylor: Yes.

A. I protested against it, that is all I could say. I told him that I wouldn't be in there at all only just for wanting water; that I had finished my sealing, and hadn't

(Exhibit No. 85.)

provisions to stay any longer, and had just enough to carry me to Victoria; and he told me then that if I was that short of provisions he could give me a little; and all the provisions that I got was two sacks of beans.

Q. Never mind what you got from him. Was anything said about seals? A. He said that he didn't believe I had been sealing at all; he didn't believe I had come into the sea to seal there, he fully believed that I came in there for the sole and whole purpose of getting water.

Q. Well, had you been sealing in the Behring Sea? A. No, sir; never lowered a boat in the Behring Sea?

Q. Well, you had some seals on board, had you, seal skins? Yes, sir.

Q. Where had you been sealing? A. I took them off of Copper Island in the North Pacific Ocean?

Q. How far off? A. Various distances; from 100 —

Objected to by petitioner's counsel.

20 A. I never lowered a boat inside the Behring Sea.

Q. You never lowered a boat in the Behring Sea? A. No, sir.

Q. Outside of going into Attou Island, as referred to? A. Yes, sir.

Q. Had you shot any seals there, or killed any in any way, without lowering a boat? A. No, sir.

Q. Could not? A. No, sir.

Q. What occurred after that? Did you leave Captain Johnson? A. He gave me orders to proceed to Ounalaska 30 in the charge of Mr. Macdonald.

Q. This crew he had put on board? A. Yes, sir.

Q. What day did you start for Ounalaska? A. That same day that he came on board, in the afternoon about three o'clock.

Q. What day did you reach Ounalaska? A. On the 5th of September.

Q. (Mr. Pooley.) You left on the 1st of September? A. Yes; sir; and arrived at Ounalaska on the 5th.

Q. Yes. And what did you do there? A. Why, we laid 40 out anchor there. The Yorktown came along in the afternoon, and this Ensign Macdonald went on board the Yorktown.

Q. Was that a United States man-of-war? A. Yes, sir; Captain Evans.

Q. And this prize crew went aboard the Yorktown, did they? A. Yes, sir; but not until I had been aboard. The Ensign went aboard and reported the seizure before he sent for me and I went aboard and saw Captain Evans.

Q. Subject to this same objection, what occurred with 50 Capt. Evans? A. He told me what Captain Johnson had seized me for.

Q. What was that? A. Being in prohibited waters and found in a port I had not cleared for.

Q. Yes; and what did the Yorktown Commander—what did he do? A. He told me to stop there until the Melpomene came along, and he would turn me over to the Melpomene.

Q. That is her Majesty's ship? A. Yes, sir; that is her Majesty's ship.

60 Q. You waited there? A. Yes, sir.

Q. How long? A. That other log book is taken away. I was there about nine or ten days.

Mr. Pooley: Q. Here is the other log book; that will tell you all right.

(Log book produced.)

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(Exhibit No. 85.)

A. Yes, sir; that is one that he got—that is not it.

Mr. Pooley: Q. If you go back there further won't you find it in it? A. No, sir; this is finished off.

Mr. Pooley: Q. I thought you would find it there? A. No, sir; what is copied—20 put down here, is the fire-arms taken from the ship.

Mr. Pooley: Q. That is a receipt for it? A. Yes, sir; 10 that is all, sir.

Q. Then about ten days from that; what date is that? Does that show on the log there? A. No, sir; the log was taken away.

Q. Well, in about ten days you were ordered by Captain Parr of the Melpomene to proceed to Victoria? A. Yes, sir.

Q. Why did you proceed to Attou to get water? A. It was the nearest place I could get to; I couldn't get into Copper Island and I couldn't get into the Behring Islands.

20 Q. Had you any chart to the western islands of the Aleutian group? A. No, sir; I had just a general chart, no small charts.

Q. Were you in the "Oscar and Hattie" all the time from the time she left this point in Oregon you spoke about, until you were seized? A. Yes, sir.

Q. And until you returned to Victoria? A. Yes, sir.

Q. In command? A. Yes, sir.

Q. Were there any rookeries or sealing grounds at Attou Island? A. Not that I am aware of, sir; never looked for 30 any.

Q. Has it been a general sealing place, or particular sealing place? A. Not to my knowledge; never heard that it was.

Q. How long have you been cruising about up there?

A. About how long was I?

Q. I don't mean on this particular cruise, but how long have you been engaged in the business of sealing? A. Never before, sir.

Q. This is your first trip? A. Yes, sir.

40 Q. Does your log show the reason—your log shows the state of the weather when you went in there? A. Yes, sir, it was bad weather.

Q. Now, why did you go into that particular harbor? A. It was the nearest harbor—it was the only one I could make out.

Q. The only one you could make out? A. That I thought it was a safe place to go into.

Q. And that was your sole reason, then, for going there?

A. That was my sole reason for going in for water.

50 Q. And you say at the state of the weather you made this particular harbor? A. Yes, sir.

Q. Or roadstead, you called it? A. It is only a roadstead.

Q. After leaving Captain Parr on the "Melpomene" you proceeded to Victoria under his orders, did you not? A. Yes, sir.

Q. And reported there to the Admiral at Esquimault harbor? A. I reported to the Collector of Customs.

Q. And your ship was then taken in charge? A. Yes, 60 sir.

Q. By the Collector or the Admiral? A. I couldn't—

Q. At any rate you left her with the Collector of Customs? A. I left her with the Collector of Customs, with a watchman on board of her.

(Exhibit No. 85.)

CROSS-EXAMINED by Mr. Pooley:

Q. Do you know this chart (indicating)? A. Yes, sir.

Q. Can you define here now according to the—? A. The line of demarkation, sir?

Q. Yes, sir. The line of demarkation upon the Behring Sea? A. The Russian side or the American side?

Q. What should you call this here (indicating)? A. That is the eastern side.

Q. And this is the western line of the Behring Sea as shown by the line struck down from A. to A.? A. Yes, sir.

Q. (Mr. Taylor): And marked United States boundary line? A. Yes, sir.

Q. Now, do you know what the southern boundary of the sea is? A. The southern boundary, sir; yes, sir.

Q. This is the western boundary (indicating)? A. This is the western boundary.

Q. Do you know what the southern boundary of the sea is? A. No, I do not unless you say the Aleutian Islands.

Q. Do you know these Aleutian Islands? A. Yes, sir.

Q. And do you know the Aleutian Islands are the boundary of the sea there? A. To the best of my knowledge they are; I am not sure of it.

Q. Now, did you receive any warning from a steamer? A. Yes, sir.

Q. About sealing? A. Yes, sir.

Q. From what vessel did you receive that warning? A. 30 "The Adams," United States ship "Adams."

Q. They served you with some papers? A. Yes, sir.

Q. Did you not find out from those papers that the Aleutian Islands are the southern boundary of the Behring sea? A. Yes, sir.

Q. You found out from those papers that the Aleutian Islands were the southern boundary? A. Yes, sir.

Q. It is bounded by the Aleutian Islands on the south? A. Yes, sir.

Q. Now, you have stated, captain, that you went in there on account of getting water? A. Yes, sir.

Q. Well, now, why didn't you go into this harbour, on this side here (indicating)? A. Because I couldn't get.

Q. You couldn't get? A. I couldn't get.

Q. The harbour on the south side of Attou Island? A. Yes, sir.

Q. Because you couldn't get there? A. I couldn't get there for the wind.

Q. You couldn't get there for the wind? A. I couldn't get there in some days; if I had cruised about for days I might have got there.

Q. Well, is this—this is your log book; I produced that log book; is that your log book? A. That is the mate's log book, the ship's log.

Q. That is the ship's log? A. Yes, sir.

Q. You recognise it? A. Yes, sir.

Q. Are the entries in this ship's log correct? A. Yes, sir.

Mr. Pooley: I put that in.

60 LOG BOOK PUT IN EVIDENCE, MARKED EXHIBIT A.

Q. Now, you anchored there on the thirtieth of August, did you not? A. Yes, sir.

Q. What was the direction of the wind at the time you anchored there? A. The north-west.

(Exhibit No. 85.)

Q. Strong northerly wind, it is here (referring to the log book)? A. Northerly wind is the way the mate has it.

Q. You say it is north-west? A. Yes, sir.

Q. You ran in, you say, to the harbour called Gctzleb harbour, which is an open roadstead, you say? A. Yes, sir.

10 Q. Wouldn't that wind put you in there, into an open roadstead on the north side of this island, on a lee-shore? A. No, sir, not the way it was. It is a big bay, you see, here (indicating). I was laying down under the bluff here clear of the wind; the wind blew past here; blew past this point (indicating).

Q. In that case it would be an easterly wind? A. No, sir.

Q. If it blew right by you like that, wouldn't it? A. No, sir.

20 Q. This is north, south, east and west? A. Yes, sir.

Q. It was blowing towards the east? A. Yes, sir.

Q. A westerly wind. The entry in the book here, then, is not quite correct, it being a northerly wind? A. That is the mate's log book; I didn't know what he had on that book. I have my own; it is a private log of the Captain's.

Q. It was a private log you kept. Wouldn't you be just as well protected if you came in and run on the south side of Attou Island as you were there? A. If I could get around there; but I wanted to get water and get away and come home. All the time I would be laying there trying to get in, my provisions would be running short.

Q. And you say it was easier for you to go into Gotzleb Harbour than to go into the harbour on the south side? A. Yes, sir—it was at that present time.

Q. When you say you got there, the master of the ship's boat of the "Mohican" came and seized you? A. Yes, sir.

40 Q. Why didn't you go into the next harbour—the next harbour to it? A. That is a narrow entrance, and I had never been in there, and didn't know anything about it, and I had no charts to go in it.

Q. You had no charts to go into this Tschitschagoff harbour? A. No, sir; I never was acquainted with that place; I was acquainted with the other.

Q. Did you know at that time that the "Mohican" was lying there? A. No, sir; she came in the morning I was seized, into this harbour.

50 Q. Into the Tschitschagoff harbour? A. Yes, sir.

Q. Did you see her coming? A. No, sir; I saw smoke over the mountain—over the hills, but I didn't see her going in.

Q. You say when you went in there you had provisions enough to take you to Victoria? A. Yes, sir.

Q. And the Captain gave you instructions to go to Ounalaska? A. Yes, sir.

Q. And gave you two sacks of beans? A. Gave me some beans.

60 Q. He gave you some beans? A. Yes, sir.

Q. It was necessary to have provisions if you went to Ounalaska? A. Yes, sir, I could have gone to Victoria with what I had. The man from the men of war brought their own allowance, but they ate up part of what I had too.

(Exhibit No. 85.)

Q. What was the condition of your vessel when you were in that bay? Were all your boats down? A. Were they?

Q. When you landed in Gotzleb harbour were all your boats down from the ship? A. No, sir, not all of them.

Q. Not all of them? A. We had been carrying—bringing water to and fro from the river.

Q. I say, were all your boats down? A. No, sir; it was either two or three, I forget which, on deck.

Q. Two or three on deck. How many boats had you down? A. Four or five, I wouldn't be sure which.

Q. Four or five. Were those the boats generally used for sealing? A. Yes, sir.

Q. Were those boats engaged in carrying water from the shore? A. Yes, sir.

Q. Whilst they were carrying water were there any guns on board of them? A. No, sir.

Q. No guns at all? A. No, sir, not there in that harbour; nothing in that harbour; the boat that carries the water carries nothing but water.

Q. No guns in any of those boats at all? they were carrying water? A. Yes, sir.

Q. Well, you say that you would not have gone in there at all if it had not been for stress of weather—I should say shortness of water. A. No, sir, I would not.

30 Q. Why wouldn't you have gone in there? because you knew it to be against the law? is that it? A. I wouldn't have gone in there because I had been warned not to go in; if it hadn't been I was short of water.

Q. Did you know of the existence of this harbour, or of a harbour on the south side of Attou Island? A. No, sir, I had heard of one, but I didn't know for sure whether it was there or not.

Q. You had heard of one on the south side, but you didn't know for sure whether it was there or not? You say you were lying in this harbour, at Gotzleb harbour, you were lying there protected from the wind in the roadstead? A. Yes, sir; the wind came round—came off the island.

Q. When you went into there to anchor were you riding easy? A. Yes, sir.

Q. When you went to anchor first of all? A. Yes, sir; there was a swell on, but there was nothing to hurt.

Q. And you still think you could not have made this harbour on the south side? A. I couldn't. Well, the way 50 it was beating about there two days, I would not attempt to have gone around there; I wanted to get water and get away as soon as possible, to proceed on my trip.

Q. Where were you beating about when you were beating about on the Behring Sea? A. About here (indicating) just under the lee of the island; the wind was blowing from the westward here; I couldn't go round that point (indicating), couldn't get around there to get in here (indicating); I had no chart of these islands, and wasn't 60 sure whether this harbour was at this island or that island (indicating).

Q. You wasn't sure whether it was on Attou Island or Agattou? A. No, sir.

Q. You did know of the place? A. No, sir; only a general chart, like that.

(Exhibit No. 85.)

Q. A general chart like this? A. Yes, sir; or an old one; it was not a new one like that.

Q. At the time you were seized there you were fully equipped for sealing, were you not? You had all your guns and sealing equipment on board when you were seized? A. On board of the schooner?

10 Q. Yes. A. I don't exactly understand.

Q. When you were seized in Gotzleb harbor you had all your sealing equipment on board, hadn't you—your guns, and all the necessary appliances for sealing, on board of the vessel? A. On board the schooner?

Q. On board of the schooner. A. They were there, sure.

Q. And you had certain sealskins on board? A. Yes, sir. But they were not caught in the Behring Sea.

Q. Yes. I don't ask that question. A. They took the 20 guns away, you know, when they seized the ship.

RE-EXAMINATION by Mr. Taylor:

Q. When you say fully equipped, captain, what do you mean by that exactly? A. Well, fully equipped.

Q. Let me understand you; you mean you had your guns and fishing boats, and that sort of thing, used in sealing? A. Yes, sir; there on board.

Q. They were on that schooner when you were seized? A. Yes, sir.

30 Q. And you were equipped, except with provisions? A. I was not equipped with provisions.

Q. Now, is it the north or south side of the Aleutian Islands that is the boundary of the Behring Sea? A. I believe now it is the north.

Q. The north side? A. Yes.

Q. Then the reason you went in the north side was owing to stress of weather? A. Yes, sir. Other schooners had been up there at the same place I was, on the north side of the island; they had been in there.

40 Plan of Behring Sea and Arctic Ocean put in evidence, and marked Exhibit "B."

Q. (Mr. Pooley.) You say you did not go in for the purpose of taking seals? A. No, sir.

Q. (Mr. Pooley.) Into the Behring Sea? A. No, sir.

Q. (Mr. Pooley.) And you did not take any whilst you were in there? A. No, sir.

Witness excused.

EVIDENCE TAKEN UPON THE TRIAL.

50 THURSDAY, the 27th day of December, 1892.

ALEXANDER ROLAND MILNE, being called on behalf of petitioner, and sworn, testified as follows:

DIRECT-EXAMINATION by Mr. Pooley.

Q. Your name? A. Alexander Roland Milne.

Q. What is your occupation, Mr. Milne? A. Collector of Customs at the Port of Victoria.

Q. Do you know the schooner called the "Oscar and Hattie"? A. I do.

Q. Is that schooner entered in your territory? A. That 60 schooner is entered in my territory.

Q. Is the "Oscar and Hattie" a British Columbia vessel? A. The "Oscar and Hattie" is a British Columbia vessel.

Q. Are you the registrar of shipping here? A. I am the registrar of shipping here.

Q. Is she registered at the Port of Victoria? A. She is registered in this port.

(Exhibit No. 85.)

Q. Have you a copy of the registration with you? A. I have. (The witness produces document.)

Q. That is a true copy of the registration? A. That is a true copy of the registration.

(Copy of the registration of the "Oscar and Hat-tie" put in evidence; marked Exhibit C.)

CROSS-EXAMINATION by Mr. Eberts:

10 Q. You are also the Officer of the Customs here, are you, Mr. Milne? A. I am.

Q. What is the practice, Mr. Milne, in so far as our country is concerned, with reference to ships coming into harbors on the coast in distress, that is, if they came in for water, for instance? A. The practice is laid down in the 115th section of the Customs Act.

Q. 115th section of the Customs Act? A. Yes, sir.

Q. (Reading.) If any vessel with dutiable goods on board, enters any place other than a port of entry, unless from
20 stress of weather or other unavoidable cause, such goods, except those of an innocent owner, shall be seized and forfeited, together with the vessel in which the same were imported, if such vessel is of less value than eight hundred dollars. Well now, tell me what has been the construction of those words "unless from stress of weather or other unavoidable cause," what has been the construction so far as our revenue laws are concerned? A. The construction both by myself and my predecessor has been quite liberal in respect to the vessels frequenting
30 other places than a port of entry in British Columbia, to allow them to depart without entry.

Q. In cases of what? A. In cases where they went in from stress of weather, or other unavoidable cause, say for the absence of water.

Q. For the absence of water? A. Yes, sir.

Q. And you allow them to go in and take water without interfering? A. If there is an unavoidable cause, that is if their tanks had been leaking or barrels broken.

Q. And how long do you allow them to remain in port?
40 A. The time is not stated under our law; it is entirely in the discretion of the Collector of Customs.

Q. It is entirely within the discretion of the Collector of Customs? A. It may be days before a vessel is completed or repaired. Usually the practice has been not less than 48 hours.

Q. Usually the practice has been not less than 48 hours? A. Not less than 48 hours.

Q. In other words, if an American ship, a laden ship, were coming up the straits, and through distress had to
50 go into the Royal Roads and anchor at Esquimalt harbour, would you allow her to enter and leave without interfering? A. Esquimalt is a part and portion of this harbour, and it would be the same as coming in here to Victoria.

Q. Suppose then she was on the west coast of the Island, and it so happened that an officer was there, would the officer seize a ship that came in there for water? A. No, sir; American ships frequently frequent Barclay Sound and other points and the harbours of the west coast for repairs, and remain there a week or two or more.

60 Q. And take in water also, do they not? A. Water, yes, sir.

Q. You have been in the customs service a great many years, Mr. Milne? A. Yes, I have.

Q. And you have of course some general knowledge of the American customs service? A. I have.

(Exhibit No. 85.)

Q. And does the same rule obtain on their side as ours with reference to ships in distress?

Mr. Pooley: That is a question, my Lord, which Mr. Milne can hardly give evidence upon as an expert; I submit it is hardly a question that can be asked. (Objection sustained.)

QUESTIONS BY THE COURT.

10 Q. I understand you to say, Mr. Milne, that vessels coming in, for instance in distress for want of water, stay there at the discretion of the master until their wants are supplied? A. Yes, sir.

Q. It would be a very simple thing if a vessel wanted water to come to a place where there was a small rill, and if there was no exempted time they might stay there a year? A. We have vessels now under detention for being an unreasonable time in our bays and harbours other than ports of entry.

20 Q. The master must not only stay a reasonable time, but in a reasonable place? A. Yes, sir.

Q. He must go for provisions to a place where provisions can be had? A. Yes, sir.

Q. If she is without mast or sails she will lie there until some one comes to take her away? A. Yes, sir.

Q. And send for a tug. A. Frequently, my Lord, American schooners have frequented our west coast for obtaining wood and water, and sometimes made the harbours a place of resort to repair their sails.

30 Q. Suppose a vessel came in without any spars or masts or anything of that sort to Nootka sound, for instance, and stayed there until her wants were supplied? A. I would consider that quite reasonable.

Q. She would have to send for her repairs down here, she could not get them there? A. She might make some repairs there.

Q. Cut a tree down? Could the mast riggers be made? A. Yes.

Q. A schooner could not carry an extra mast? A. 40 Larger vessels, my Lord, frequently carry spars.

Q. Suppose that a vessel goes into Nootka Sound in distress, how long could she stay there? A. It would be in the discretion of the Collector.

Q. I understood you to say it was in the discretion of the Captain how long she would stay. A. O, no.

Mr. Pooley: I understood him to say it was in the discretion of the Collector.

The Court: That is quite right, in the discretion of the Collector; I can understand it then.

50 Witness excused.

HENRY L. JOHNSON, being called on behalf of Petitioner, and duly sworn, testified as follows:

DIRECT-EXAMINATION by Mr. Pooley:

Q. Your name, Captain Johnson? A. Henry L. Johnson.

Q. Are you an officer in the United States Navy? A. I am a Commander.

Q. A commander in the United States Navy. Were 60 you on the 30th of August last, prior to the seizure of this vessel, the "Oscar and Hattie," then Master of the United States ship "Mohican"? A. I was.

Q. Commander of the United States ship "Mohican"? Did you as such master direct the seizure of the schooner "Oscar and Hattie"? A. I did.

(Exhibit No. 85.)

Q. Where was the schooner "Oscar and Hattie" at the time you directed it to be seized? A. At Gotzleb harbour; it rests a little to the west of Tschitschagoff harbour, on the north side of the Island of Attou.

The Court: Q. West, on the north side? A. West of Tschitschagoff harbour, on the north side of the Island of Attou.

10 The Court: Q. That was outside of the Behring Sea? A. No, sir; inside of the Behring Sea.

The Court: Q. You had warned her not to go inside the Behring Sea? A. I had not warned her at all.

The Court: Q. That is where you seized her? A. Yes, sir.

The Court: Q. It is here Gotzleb (referring to the chart)? A. You find it spelt different ways, my lord.

The Court: Q. That is on the very verge of the Behring Sea? But it is in the inside? A. It is in the inside;

20 yes, sir.

Q. Why did you cause that vessel to be seized? A. For being within the prohibited waters, waters prohibited by the *Modus Vivendi*, for the purpose of sealing with sealing outfit and sealskins on board.

Q. For being in prohibited waters, according to the *Modus Vivendi*.

Mr. Pooley put in evidence the "*Modus Vivendi*," the extension of which is dated the 22d day of April, 1892, said document being in the Statutes 1892, of Canada, folio

30 34. Also produced the "Treaty of Washington." Also put in the Order-in-Council passed at Windsor, on the 9th day of May, 1892.

The Court: This is admitted? (Referring to the chart of marked Exhibit "B" in Mr. Turtle's evidence.)

Mr. Eberts: Yes, my lord.

The Court: Then it clearly shows that the north side Attou is in the prohibited waters.

Mr. Eberts: I think it is.

Mr. Pooley: Then I will not examine Captain Johnson 40 on that point.

Q. What harbour did you come into with your ship the "Mohican"? A. A. Tschitschagoff harbour.

Q. What time did you arrive there? A. Early in the morning.

Q. Early in the morning of the day you seized the vessel? A. Yes; say eight o'clock; probably eight o'clock.

The Court: Q. Was that before or after you seized it? A. Before; the morning before.

The Court: Q. In the morning on the same day you 50 seized it? A. Yes, sir.

Q. At what time was she seized? A. Late in the afternoon, I should say after four o'clock.

Q. What was the state of the weather on the day you seized the schooner? A. It was a lovely day, very little wind, perfectly clear and almost perfectly smooth.

Q. Where were you on the previous day, with your ship, Captain Johnson? A. Somewhat to the westward, approaching Attou, where I arrived after it was too dark to get into the harbour that night—the night before the 60 30th.

Q. That is the night before you seized her? A. Yes, sir.

Q. What was the character of the weather on that day? A. It was a fairly good day; the wind was a head wind for us; about west, I should say, as we would mark it,

(Exhibit No. 85.)

three to five; it was a moderate head wind. If I could refer to the log I could verify it better than my memory.

Q. Did you bring a copy of the log with you, of that portion of the log? A. I brought a copy of that portion of the log relating to the "Oscar and Hattie."

Q. Is that your copy of the log, Captain (paper shown to witness)? A. It is.

10 Q. And you swear that to be a true copy? A. I will.

The copy of log was tendered in evidence. Objected to Mr. Eberts.

The Court: Q. The log was made under your direction?

A. Yes, sir.

The Court: Q. And made at the time? A. I caused it to be made, of course.

The Court: Q. And you believe it to be true? A. Yes, sir.

The Court: Q. The witness is entitled to look at that, and put it aside and say, "now I recollect distinctly so and so," and that would be evidence, undoubtedly.

The witness: My memory is quite clear.

The Court: I do not think that the log unsworn to would be evidence as to the facts alleged therein, but Captain Johnson may, I think, look at that, and then swear to the facts according to his memory.

Mr. Pooley: Captain Johnson has already given the evidence, my Lord.

The Court: As to those two days.

30 The witness: My recollection is almost perfectly clear about it; the log must be nearly the same; the course of the wind may be a little different, from the way my memory is.

Q. Did you compare this with the original log, Captain Johnson? A. I did.

The Court: A copy may be a true copy and yet the original may have erroneous statements. The statements may be made perfectly *bona fide* and yet they may be erroneous, unless they are proved.

40 Mr. Pooley: Then it would be necessary in order to prove a log to bring in every officer on the ship who writes the log.

The Court: Are there different hand-writings in your log? A. Yes, sir; different hand-writings; every officer at the end of his watch writes the log, which is the rough log, and then an official log is copied the next day, and the officers sign the remarks of their watch, and then it is submitted to the navigator who verifies it with his signature, and also submits it to me for my approval.

50 Q. In your official log you would be very much surprised to find interlineations? A. Certainly; but there are various handwritings, because it is written by different people.

The Court: I thought you said it was all copied? A. Yes, sir.

The Court: Q. The officers keep their rough log when they are on duty? A. Yes, sir; and then it is copied into the smooth log.

The Court: Q. It is not copied into the smooth log by 60 the various officers who wrote the rough log? A. No, sir.

Q. Therefore, I say, in the smooth log you would be surprised to see different handwritings or interlineations? A. Certainly; it is generally done by the same man; it is generally done by a man who attends to it.

(Exhibit No. 85.)

The Court excluded the copy of the log as evidence.

Q. Then you speak to the state of the weather yourself.

A. Yes.

Q. You know the state of the weather yourself? A. Yes, sir.

Q. What officer did you send from your ship to seize this vessel? A. Ensign Harrison.

10 Q. After the seizure, did the master of the schooner come on board your vessel? A. He did the next morning.

Q. Whilst the master was on board your vessel you had some conversation, had you not? A. Yes, sir.

Q. And during that conversation did you make this remark to Mr. Turtle?

Mr. Eberts: This is a part of the defence, my Lord, that Mr. Pooley is reading from.

Q. Captain Turtle in his evidence says this: that when came on board your ship you made these remarks to him: 20 "He," that is yourself, "said he didn't believe I had been sealing at all; he didn't believe that I had come into the sea to seal there; he fully believed that I came in there for the sole and whole purpose of getting water." Have you any recollection of making that remark. A. I have not. In that form I am quite positive that I never made it.

Q. Now, here is a question that I wish to ask you as a seaman. Do you consider, as a seaman, a vessel to be in distress which has been out and stayed out too long in her occupation, so long as to run short of water?

30 Objected to by Mr. Eberts. Overruled.

A. In that sense, yes; but I should not treat her as distressed where it was intentionally done for an evident purpose—the bringing of this distress about.

The Court: Q. She might easily run short of water by boring a hole in the casks? A. Yes, sir. In distress, the way I understand it, when vessels—

Mr. Eberts: I object.

The Court: I am not suggesting anything; and I do not believe for a moment that Captain Turtle would kick a 40 hole in the head of his water casks. But it does not require a seaman to point out whether it would be in distress or not; it only requires ordinary intelligence to do that.

Mr. Pooley: Very well; that is all I desire to ask.

CROSS-EXAMINATION by Mr. Eberts:

Q. Captain Johnson, you had a conversation with Captain Turtle the next morning? A. Yes, sir.

Q. Didn't Capt. Turtle tell you he had no idea of coming in there for the purpose of killing seals? A. I don't 50 remember that he did.

Q. Didn't he speak something of the kind, or words to that effect? A. He spoke words to that effect, that he was crossing this narrow angle in the Behring Sea here, as the chart shows, and he came in there for water.

Q. He was crossing that narrow angle of the Behring Sea, and came in there for water? A. That part of the Behring Sea that comes under our jurisdiction.

Q. And didn't he tell you that he came from the neighbourhood of Copper Island? A. Whether he told me, or 60 whether I obtained the information from Mr. Harrison, I don't know. I certainly had the information.

Q. You certainly had that information that the Captain had lately come from the neighbourhood of Copper Island? A. Almost immediately.

Q. Almost immediately from the neighbourhood of Cop-

(Exhibit No. 85.)

per Island; and that he had been sealing in that locality for some time. A. Yes.

Q. And that he had been sealing in that locality for some time, that is, in the locality of Copper Island. Now, how far is Copper Island from Attou Island? A. I don't know.

The Court: Q. About 300 miles? A. I don't know, as I never measured it.

The Court: Q. It is about five degrees of longitude, at 42 miles each? A. Five degrees of longitude, forty-two miles each; about two hundred miles; I should say 200 miles.

Q. Didn't Captain Turtle also mention to you—he mentioned to you that he came in there to get some water, did he not? A. I think so.

Q. Yes? A. It is very hard to say what he mentioned to me, and what I obtained from my officers almost at the same time.

Q. That was your understanding at the time? A. At the time that he came in there for water.

Q. Now, when your ship came into the adjoining harbour of Tschitschagoff, you did not see him then, did you? A. No, sir.

Q. You did not see him when you first came in? A. I could not see him.

Q. And he could not see you? A. No; he might have seen me outside.

Q. He might have seen you, you don't know? A. No. The Court: Q. I suppose there is some high land between Tschitschagoff harbour and Gotzleb harbour? A. Yes, sir; very high; I suppose one thousand feet high between the two harbours.

Q. And this Gotzleb harbour is a very easy harbour to get into? A. I don't know; I didn't go into it, and I had no chart of it.

Q. Do you know what the Captain of the ship was doing at the time it was seized? A. No, sir; of my own knowledge I do not know.

Q. Do you know it from any knowledge you got from your officers at the time?

Mr. Pooley: This, my lord, is not evidence.

The Court: He can speak of that on cross-examination.

Q. As Captain of the ship "Mohican," Mr. Johnson, did you hear from the officers who had been sent to seize the "Oscar and Hattie," what the Captain of the "Oscar and Hattie," or the crew, were doing at the time that they were seized? A. I heard from some that their boats were out. For what purpose I do not think that I ever heard.

Q. Didn't you hear that their boats were out between the ship and the shore getting water? A. I did not.

Q. You never heard that. Well, you know a good deal about the Behring Sea, don't you Captain Johnson? A. I know a little something about the Behring Sea, having gone twelve or fifteen thousand miles in it this cruise.

Q. You don't think that they were out sealing around Attou? A. I do not.

Q. Isn't it a fact there were no seals in the neighbourhood of Attou? A. I don't think we had seen any within a couple of hundred miles of it—perhaps more.

Q. Is it not a matter of notoriety that the neighbourhood of Attou is no place for seals; that they do not frequent that locality? A. I don't know about notoriety, or not.

(Exhibit No. 85.)

Q. You don't know from notoriety, but you did not see any within two hundred miles? A. I should say within two hundred miles.

Q. And you had just come into Tschitschagoff harbour from Pribyloff Islands? A. No, sir, I had come from Oun-alaska.

Q. North of the Aleutian Islands? A. Yes, sir. It is about eight hundred miles to the eastward of Attou. It is the next island west of Ounimak Pass.

Q. Is it on the mainland? A. No, sir; it is on the island; it is on one of the larger islands there.

Q. Well, now, where are the great seal rookeries; are they near the St. Georges and Pribyloff Island? A. Yes, sir.

Q. And those are the American islands? A. Yes, sir.

Q. And they are in the Behring Sea? A. In the Behring Sea. In the American part of the Behring Sea.

Q. In the supposed American portion of the Behring Sea? A. Yes, sir.

Q. Didn't the Captain of the "Oscar and Hattie" tell you he was on his way to Victoria? A. I should say so, yes.

Q. Yes, he told you on his way to Victoria. And didn't he tell you that his sealing was over? A. I don't remember.

Q. You don't remember? A. It is my impression now that this season was practically over, and that he was on his way home from Copper Islands.

Q. Your impression is that his season was practically over, and that he was on his way home from the Copper Islands? A. Yes.

Q. And, as he told you, he ran in there for water? A. Yes.

Q. He told you he ran in there for water? A. Either he or the officers told me; I cannot separate one conversation from the others.

Q. You cannot separate one conversation from the others at the time? A. At the time.

Q. As a matter of international courtesy, isn't it a fact that a ship in distress, of another nation, or a ship in need of water, can go into any port without being seized, to take water? A. I think it is a question of local laws. I am not familiar with our revenue laws.

Q. You are not familiar with your revenue laws? A. No, sir.

Q. Do you know that from notoriety? A. I know this much, that a ship in distress is generally granted a great deal of license.

Q. A ship in distress is generally granted a great deal of license? And you say this vessel was seized for being in prohibited waters. You don't mean that the Behring Sea is a prohibited sea, except for the special purpose? A. Except for certain purposes.

Q. You mean prohibited waters for the purpose of sealing only? A. For the purpose of sealing only.

Q. You were under the impression he was on his way to Victoria at the time? A. Yes.

Q. He told you so? A. I think so.

Q. And his sealing season was practically over? A. Yes.

Q. And that he had been sealing for some time in the neighbourhood of Copper Island, and that he had just im-

(Exhibit No. 85.)

mediately before that come from that locality? A. That is my understanding of it.

Q. And that he had gone into this place for the purpose of getting water? A. Yes.

The Court: Q. What did you find on board her; did you find sealing implements on board her? A. Yes, sir; guns, sealskins, and boats; I found the ordinary sealing outfit.

10 Q. Any bodies of seals? No, sir. I am swearing what I didn't go on board myself.

The Court: Q. You did not search her at all? A. I did not go on board of her.

The Court: Q. You do not know then? A. I know there were guns, because I got them.

The Court: Q. You got some guns; you don't know where? A. I know they came from her, surely.

Q. Did they not get some provisions from you? A. They did, I think; I don't remember exactly what it was; beans 20 and rice, I should say.

Q. Beans and rice, at that place, Gotzleb Harbour? A. Yes, sir.

Q. Did not the Captain of the ship tell you that his grub was running short, and that he had just enough to carry him to Victoria? A. I don't think he told me he hadn't enough to get home with.

RE-EXAMINED by Mr. Pooley:

Q. Did you give him the beans and rice, Captain Johnson, after you had ordered him to Ounalaska? A. Yes.

30 Q. And was it in consequence of your having ordered him to Ounalaska that you gave him those beans and rice? A. It was partially for that reason, and partially because he said he was short.

The Court: Q. What sort of a place is Attou Island. Is it populous? A. No, sir; I think there are about 80 people on it.

The Court: Q. Have they got much spare provisions? A. They have none.

The Court: Q. None whatever. A. None whatever.

40 The Court: It was a fortunate thing for this starving crew they came in there; Victoria was a great deal farther off? A. They could not get any provisions; yes, a great deal farther off.

The Court: Q. They would have been in dreadful distress? A. They could not have got any provisions there; they might have got a few chickens; I tried to buy some and could not.

The Court: Q. Do you think they could have got it at the Pribyloff Islands? A. That is as far off, very near, as 50 it is to Victoria; they could not have got there, I don't think.

Witness excused.

WILLIAM KELLEY HARRISON being called on behalf of petitioner, and duly sworn, testified as follows:

DIRECT-EXAMINATION by Mr. Pooley.

Q. Your name, Mr. Harrison? A. William Kelley Harrison.

Q. Did you on or about the 31st day of August seize a vessel called the "Oscar and Hattie"? A. I did.

60 Q. At that time what was your occupation? A. An officer attached to the United States steamer "Mohican."

Q. Did you seize the vessel under the orders of Captain Johnson? A. I did.

Q. Now, what time of the day was it that you first saw that vessel? A. About two o'clock in the afternoon.

(Exhibit No. 85.)

Q. Did you seize her then? A. I did not.

Q. What did you do? A. I was sent around for the purpose of seeing whether there were any vessels there, and I discovered this schooner about two miles over there, and returned to the "Mohican" and made my report. At four o'clock I was sent around to seize her. I seized her shortly after five.

10 Q. When you went to the "Oscar and Hattie" what did you find? A. I found several of her boats down.

Q. How many? A. Four or five, all but one of which were hanging at the stern; another one was under way from the shore, with two or three men in it. It was then late in the afternoon.

Q. What time was it that you seized her after five o'clock? A. I should say between five and half-past five.

The Court: Q. Was it late, at that time of the year? you say it was late in the afternoon? A. I should call 20 that generally speaking late in the afternoon. It was on the 30th of August, western time.

Q. At what time did the sun go down? A. Sometime about half-past seven or eight o'clock. But at that time the sky became cloudy, and there were hills around; so that I should say it was, from the looks of things, late in the afternoon.

The Court: Q. You saw several boats down in the water? A. Yes, sir.

Q. They were all hanging at the stern of the ship except 30 that one, and that one was making off from the shore with two men in it? Q. Two or three men.

Q. Had any of the boats you saw hanging at the stern of the vessel water casks in them? A. I did not notice any.

Q. Did you see any guns which were used for the purpose of killing seals on board that schooner? A. I did.

Q. Where were they? A. They were set in the racks in the cabin.

Q. In the cabin. Is that the usual place for sealers to 40 set their guns? A. From the sealers I had seen it seemed to be the usual place.

Q. Is that the usual place they set them when they are in active work? A. In active work each hunter has his boat and takes his guns with him; I don't say that he carries more than one gun or not; but there is a hunter for each boat.

Q. Where do they keep the guns on board the ship when they are in active work? A. They keep them in the racks.

50 Q. They keep them in the racks? A. Yes.

Q. Did you notice any guns in those boats aft? A. I did not.

Q. Did you see the sealskins on board? A. I did not.

Q. Do you know there were any sealskins on board? A. The master told me that he had some sealskins on board; and he told me he had some down on the "Coquitlam."

Q. The master told you that he had some sealskins on board, and that he had some down on the "Coquitlam"? A. Yes.

60 Q. Lost some skins? A. He had 171 skins on the "Coquitlam" when she was seized.

Q. Did he tell you the number he had on his own vessel? A. He did tell me, he had 276 on board.

Q. 276 on board his own ship. Did you gather then from what you saw and heard, Mr. Harrison, that the schooner

(Exhibit No. 85.)

was in a position with her implements to seal? A. I think that it would have been a very simple matter to have taken the guns out of the racks and put the ammunition in the boats, and gone out with the boats.

CROSS-EXAMINATION by Mr. Eberts:

Q. You say it would have been a very easy matter to have gone out sealing? A. Yes, sir.

10 Q. From where they were there? A. If the seals had been close by.

Q. I was going to ask you if they could find seals to kill? A. It would have been a very easy matter to have gone for them.

Q. It would have been a very easy matter to have gone for them if there had been any seals to kill. Are there any seals in that locality? A. I did not see any.

Q. You know a good deal about Behring Sea, Mr. Harrison? A. Only what I observed in cruising around, and 20 talking with the people.

Q. Only what you observed in cruising around, and talking with the captains of schooners? A. Talking with the captains of schooners and the agents around.

Q. In the United States service. Isn't it a fact there are no seals in the neighborhood of Attou? A. I cannot say that it is a fact; I do not think there are any.

Q. You don't think there are any seals in Attou. You didn't think they had those boats down at the stern for the purpose of going out sealing, did you? A. I did not.

30 Q. When you seized that ship were they in the act of bringing water from the shore? A. A boat was coming from shore from the direction of a stream of water.

Q. Did the boat come up alongside? A. I was below when the boat came alongside.

Q. Did the captain of the ship tell you that he was taking on water there? A. He did.

Q. Did he not tell you that he had taken on about 1,500 gallons of water? A. I cannot say that he did.

Q. Did you give him instructions to go on taking in his 40 water? A. I don't remember; I made no objection to it.

Q. You made no objection to his going on and taking water. Did they take some water on after you got there? A. I cannot say. The crew seemed to have been mainly on the vessel at the time.

Q. Did any of the boats come from the shore while you were on board? A. I have said that one boat came along side after I got on board; this is the only one that I know of, except a boat from the "Mohican."

Q. And it was an uninhabited place? A. That part 50 of it.

Q. That portion of the island was uninhabited? A. That portion of the island was uninhabited.

Q. Did the captain of the ship tell you that he had just come in there from the neighborhood of Attou Island? A. He did.

Q. And that he had left the neighborhood of Copper Island two or three days before? A. Yes, sir.

Q. And that for a month previous to that he had been fishing in the neighborhood of Copper Island? A. He 60 said that he had been hunting in the neighborhood of Copper Island.

Q. And that he had not been fishing in Behring Sea at all, that is so far as the prohibited portion of the Behring Sea is concerned? A. He told me that he had not.

(Exhibit No. 85.)

Q. He told you that he had not; and that he had simply gone into this harbour for water? A. Yes.

Q. That he was short of water? A. Yes, sir.

Q. Did he tell you he was on his way to Victoria? A. Yes, sir.

Q. And that his fishing season was over; that his sealing season was over at the time? A. He may have told me that; I don't remember.

Q. Did he tell you also that he was short of provisions? A. It was my understanding that he had provisions enough to go to Victoria direct.

Q. It was enough to go to Victoria direct and nothing more? A. Nothing more.

Q. And that he possibly run short if he had some very rough weather on the way down? A. He thought that he might run short by stopping at Ounalaska; he thought so; he could have gotten provisions in Ounalaska, however.

Q. He could have gotten provisions in Ounalaska. The way from Copper Island to Victoria would take them close by Attou Island, on the south side? A. It would take them considerable distance to the eastward of Attou Island; I cannot say how far, but I can show which passage they would go through most likely.

Q. If they came directly down from Copper Island on the outward passage? A. If they went directly down he would very soon get out of the Behring Sea.

Q. Were you at Ounalaska when he arrived there? A. I was not there when he arrived.

Q. Were you there shortly afterwards? A. Shortly afterward.

Q. Did he not buy a little provisions there? A. I cannot say.

Q. You do not know of your own knowledge? A. No, sir.

RE-EXAMINATION by Mr. Pooley.

Q. Would it be necessary to take so many boats as that out to get water? A. If he were in a hurry to water, why of course it would be better to take all of his boats. It is a hard matter to obtain fresh water at that place, and of course he could work then all of his boats at one time if wanted to.

Q. But he hadn't them all down? A. I should say that there were some boats on deck; two or three.

QUESTIONS BY THE COURT.

Q. How many boats had he all together then? A. There was one coming from the shore, two or three on deck — Q. And how many at the stern? A. I cannot say, sir, the exact number of boats that he had; but I should say that he had all told seven or eight boats—sealing boats.

Q. How much water did he bring at a trip in each boat? A. I do not know what his arrangement was for water; I could not say about that; he may have had canvas tanks to fit in his boats, and bring it in in that way, or he might have brought the water in loose in his boats, or he may have brought it in casks; the boats are very buoyant and they would carry a great deal of water.

Q. How far was it from the boat to the shore, to the stream? A. I have never been to the stream from which this boat was coming; I know there is a stream there, and I should judge from what I know of the harbour that it

(Exhibit No. 85.)

could not have been further than a mile and a half or a mile.

Q. If he had made dispatch he could have filled his boat and supplied his vessel with water and got away before you got there at all? A. I had seen him about two o'clock in the afternoon, and to have gotten out without our seeing him he would have to make very great dispatch. We knew he was there from the forenoon.

Q. From the forenoon? A. Yes, by a report of a native, who said that there was a schooner in that harbour.

Q. You did not know before that day that he was there? A. No, sir.

Q. You did not come in to chase her? A. No, sir.

Q. What sort of weather had you when you pulled around there? A. There was no wind to speak of but a very heavy swell coming in from the northward and westward. The swell at the end of the harbour was small—very slight swell.

Q. A swell from the northward and westward would not indicate very bad weather from the direction of Copper Island? A. It might indicate a strong drive from the direction of norward and westward.

Q. From Behring Straits; that would be norward and westward; that is where the swell came from? A. The swell came from norward and westward.

Q. Then that would come from Copper Island? A. Yes, sir.

30 Q. That would indicate norward and westward? A. Yes, sir.

Q. And the schooner might have been knocked about there.

Witness excused.

Mr. Pooley: That closes our case, my lord.

RESPONDENT'S EVIDENCE.

The Respondent put in evidence the testimony of Thomas Turtle, heretofore duly taken in this case on the 40 3rd day of December, 1892.

JOSEPH BROWN, being called on behalf of Respondent, and sworn, testified as follows:

DIRECT-EXAMINATION by Mr. Eberts:

Q. I believe your name is Joseph Brown? A. Yes, sir.

Q. You were on board of the "Oscar and Hattie," were you not? A. Yes, sir.

Q. Were you on board of her when she was seized? A. Yes, sir.

50 Q. Where was she sealing just prior to being seized? A. Off Copper Island.

Q. Had she been around Copper Island for some time?

A. Yes, sir; right along.

Q. Right along she had been sealing off Copper Island?

A. Yes, sir.

7 Q. Do you remember about the time that you left Copper Island? do you remember when you started for home? A. I couldn't very well tell now, sir.

Q. I don't want the day of the month, but do you remember when you started away? A. I remember when we started going in the nearest place for water; we were short of water, and we were on the way for Victoria.

Q. When you started from the vicinity of Copper Island did you start for Victoria? A. We were on the way to Victoria.

(Exhibit No. 85.)

Q. And you were short of water? A. Yes, sir, we were short of water.

Q. What was your position on board? A. Hunter, sir.

Q. Were you there in Gotzleb harbour after that, when they came in for water? A. Yes, sir.

Q. Did you help to take it in? A. I helped to find a place for water.

10 Q. Who did you go with? A. I went with a couple of the boys.

A. And you found a place for water? A. Yes, sir.

Q. And did you see them take the water in? A. Yes.

Q. Did they take a good deal of water in? A. Yes, sir; took a good deal of water, to make sure to get home.

Q. Took a good deal of water to make sure to get home? A. Yes, sir.

Q. At that time you were afraid you would be short before you got to Victoria? A. Yes, sir.

20 Q. You were short of grub too? A. Yes, sir, we were a little short of grub.

A. And was the sealing season over there for you? A. Yes, sir; it was past; it was blowing a pretty strong breeze there for quite a while, and we thought we couldn't do anything and the Captain said we would go home.

Q. It was blowing a good breeze off of Copper Island? A. Yes, and from Copper Island until we reached Attou, and in the afternoon when we got in there it moderated down.

30 Q. In the afternoon when you got there it moderated down? A. Yes, sir.

Q. And the next morning you started to take in water? A. Yes, sir; the next day.

Q. And you were seized that next day? A. Yes, sir; seized in the afternoon.

CROSS-EXAMINATION by Mr. Pooley.

Q. Were you beating about off Attou Island long before you got into Attou Island? A. Yes, sir; beating around looking for this harbour; looking for a harbor to get in; 40 and this was the only one we could see any ways into to get in.

Q. How long had you been lying off of the island before you go in? A. About three hours.

Q. Why didn't you go on the south side? A. We couldn't very well get in.

Q. What was the trouble? A. The Captain said it was rather rough to get in; and he didn't know that there was any harbour there to get in; and this was the only one we could get in.

50 Q. It was pretty rough outside at the time? A. Yes, sir, it was pretty rough outside.

Q. Which way was the wind coming at that time? A. The wind was westerly, I believe, sir.

Q. How did you take the water into the ship? A. In boats.

Q. In the boats themselves? A. Yes, sir; and we dipped it with a bucket from the stream.

Q. Did it make the water pretty dirty? A. No, sir; we washed the boats out first before we took any water.

60 Q. Were you using the whole of the boats in taking water? A. No, sir.

Q. How many were there, five? A. There was a lot went up there, and we turned the boat over edge-ways and took the water in, and went alongside and dipped the water out in buckets in the funnel.

(Exhibit No. 85.)

Q. How many boats were you using? A. Three boats.

Q. Used three boats? A. Yes, sir; the other three boats were around on the sides, scraping the sides.

Q. Did you see the smoke of the steamer over the island as she was coming into Tschitschagoff harbour? A. No, sir; not that I know of.

Q. You did not see it? A. No, sir.

10 Q. Why didn't you commence taking in water before one o'clock in the day? A. We were looking for a good place; there was a pretty big swell running in there, and we were looking for a good place so it would not sweep the boats.

Q. Were there more than one creek there? A. There were two creeks there; one creek was breaking pretty heavy, and we went further along, about a mile, I believe, and saw a place we could dip water.

Q. And that made you so late commencing to take it in?

20 A. Yes, sir.

Q. What time did you start out in the morning to hunt that place? A. About eight o'clock in the morning, a little after we got breakfast.

Witness excused.

Mr. Eberts, Solicitor for the Respondent, called for Mr. Baker stating that he proposed to prove by him that there are no seals in the neighbourhood of Attou at all, and that the nearest place where seals are found is somewhere in the neighbourhood of 700 miles from Attou.

30 Mr. Pooley, Solicitor for the Crown, admitted that the neighbourhood of Attou is not the regular sealing grounds.

Mr. Roberts: If it would help your Lordship any, I could call Mr. Penny, the managing owner of this company who are the owners of the "Oscar and Hattie," to say what were the instructions to the captain of that ship; that by no means was he to go into Behring Sea.

The Court: I assume that the instructions to the captain were that he keep the ship out of danger.

Mr. Eberts: I am sorry to say that we have not got this 40 mate of this "Oscar and Hattie" here. We only knew about three days ago when this trial would come on, and we have not been able to find the mate.

Mr. Pooley: An order was made for the examination of the mate, and he ought to have been examined the same day that Mr. Turtle was examined, on the third day of December.

Mr. Eberts: We tried to get the evidence of the mate before, and we were not able to.

The Court: If you have no more evidence, you can sum 50 up and Mr. Pooley will reply.

The solicitors argued the cause, after which it was taken under advisement by the Court.

JUDGMENT OF SIR MATTHEW BAILLIE BEGBIE, L. J. A.

"In this case the Court is asked to condemn the "Oscar and Hattie" for a contravention of the Behring's Sea Act 1891, chapter 19, section 1, sub-section 2 b: 'A British ship shall not be used in such killing, hunting, or attempting,' i. e., killing or hunting or attempting to kill or hunt 60 seals in the prohibited limits. By sub-section 5 of the same section of the Act: 'If a British ship be found within the prohibited limits having on board fishing or shooting implements or seal skins, etc., the onus shall be on the owner or master to show that the ship was not used or employed in contravention of the act.'"

(Exhibit No. 85.)

"The 'Oscar and Hattie' left Victoria on a sealing voyage on the 28th January last, and took a new departure from Yaquina, in Oregon, on the 18th February. She was seized on Wednesday the 31st August last (schooner's, *i. e.* Victoria time, disregarding the 180 degree long. limit) in Gotzleb harbour, on the north side of Attou island, and so within the prohibited waters; having on board a full
 10 equipment of arms and crew and 276 seal skins, and admittedly in all respects within the express terms of subsection 5. And the sole defence is that the schooner was in that harbour, and in fact in Behring Sea at all, solely for the purpose of procuring water, for want of which she was quite unable to prosecute her return voyage to Victoria. The defence admits that the schooner had on the 17th June, 1892, been duly warned not to enter Behring Sea to fish there, and served with a copy of the Act. The captain being examined on commission, declared that the
 20 schooner had entered the prohibited limits the day before the seizure, but only in search of water. That all the seal skins on board had been secured outside those limits, viz.: a little to the southward of Copper Island, nearly 200 miles from Attou, and about 100 miles (roughly speaking) from the dividing line claimed by the United States, and which bounds the forbidden waters on the west, as the chain of the Aleutian Island bounds them on the south. That, finding seals scarce, and the weather bad, and being besides short of water he being
 30 then about 40 or 50 miles off the southeast end of Copper Island, determined to abandon further hunting and return to Victoria; but in order to procure water, he bore away for Gotzleb Harbour, in Attou Island, which he had known before of, and where he moored on Tuesday evening, 30th August, 6.30 P. M. The next morning he commenced watering, and took 1,500 gallons on board that day, when at 5 P. M., he was seized by an officer from the United States ship "Mohican."

"In support of these allegations there were produced
 40 Captain Turtle's deposition, the log of the "Oscar and Hattie," and Joseph Brown, a hunter. The evidence of this last witness was almost perfectly immaterial. He probably knew nothing—he certainly said nothing—as to the localities visited by the schooner in the course of the summer. Probably none of the crew except the master and the mate could speak with any knowledge of the matter, but only what they had heard from these two; and the mate was not examined.

"There seemed to be during the argument some misconception on both sides as to the nature of the charge
 50 and the facts which would exonerate the schooner. The prosecution seemed to treat the presence within the forbidden limits of a British ship fully equipped for sealing as a substantive offence. That is not so. A perfectly innocent man may be found standing over a newly slain corpse with a bloody knife in his hand. That would arouse vehement suspicion, but it is not a crime in itself. Again, the defense seemed to suppose that if they showed that the schooner was not actually hunting when seized,
 60 but on the contrary, had a very good and innocent reason for being there at that time, she was bound to be returned to the owners. That assumes in favour of the ship, the narrower meaning of the words of the act. For the question then immediately arises, do the words 'used or employed in contravention of the act' refer to the use or em-

(Exhibit No. 85.)

ployment on that particular occasion; or do they not rather mean employment generally on the voyage? I think it must have the latter and the wider meaning. For otherwise, any ship seized in Behring Sea, especially if near the land (unless seized in active pursuit of seals), could easily contrive an excuse—none perhaps more easily contrived or established than a scarcity of water—to show that he had, at the time of capture, a lawful, indeed a necessary intention. And in the case of seizure of a ship actually engaged in hunting, it seems quite improbable that the legislature should enact that merely an inference, liable to rebuttal, is to be drawn from that. I think the section means that a ship seized with arms, &c., was to be deemed to have offended against the Act, and forfeitable, unless the contrary were shown. The particular purpose on which the ship was actually engaged when seized may have been, and probably would be, occasioned by, or necessary for, the prosecution of her general purpose; of which, indeed, it thus becomes a part; and though colourless and indifferent in itself, becomes illegal, just as much as lowering a boat, if performed as a part of the illegal use or employment of the ship. In a word, if the schooner was short of water on August 31, it would be necessary for her to take a fresh supply, whatever she had been doing or was about to do, whether engaged in sealing or on her return to Victoria; and the taking of such supply throws no light whatever upon her plans or purposes or employment. The question therefore recurs, what is the evidence offered in rebuttal? At the end of the argument I reserved my decision, intimating at the same time that the conduct of the schooner had at the very least been so suspicious as fully to warrant the seizure on the part of the naval officers of both services. I wished also to examine the log and the courses it records for the whole voyage, about which really nothing had been said in argument. And the log produced certainly throws a strong light on the truth of the case. In Captain Turtle's evidence the only statement in exoneration is in ambiguous terms—'I never lowered a boat in Behring's Sea,' is his expression, which he again repeats, and a third time adopts when repeated to him by his counsel, excepting, of course, the boats in Gotzleb harbor on the 31st August. He uses no other expression of denial. I do not wish to attribute to him any desire to deceive the Court or his owners, but many of his statements—nearly all of them—are so flatly contradicted by the statements in the log, by Commander Johnson, and even by his own evidence, that all his words are to be carefully weighed, and it is impossible to carry them further than the dry meaning they express. It is evident that he does not, in express terms, contradict the charge that he was in Behring Sea attempting to hunt seals, and that the schooner was employed for that purpose. All he says is that he himself never lowered a boat there. To understand the accuracy of Capt. Turtle's memory, and the credit his statements deserve, we must compare them with the log, with his own statement and with the other evidence in the case. Now his own statement made on oath, is that he made up his mind to get water on Friday the 26th August, when 40 or 50 miles south of Copper Island, immediately before bearing away for Attou Island; that he could not make the south side of Attou Island on account of the wind, and that his want of water is the only reason why

(Exhibit No. 85.)

he was found within Behring's Sea at all. Every one of these statements is contradicted by the entries in the log. On the 26th the log makes no mention of scarcity of water, but states that at noon that day they sighted Copper Island 20 miles off, ran for six hours northwest, which must have taken them pretty well up the coast of Copper Island, and then, *i. e.*, 6 p. m. on August 26th, commenced a southeasterly course, on the average, for about 60 hours. Then the log for the first time mentions a shortness not of water only but of fuel also, and that Captain Turtle resolved to find a supply of both (*i. e.*, water and driftwood) "here." This was at noon on the 29th, up to which time their course seems to have been well enough directed for Victoria. The distance run each day, as well as the rate per hour, is entirely from the log; but it seems reasonable that on the 29th August they should be well to the southward and eastward, not of Attou Island merely, but of Agguttou, an island 15 or 20 miles south of Attou; an appreciable distance on the return to Victoria. Then, according to the log, the master, making for water and fuel, turns, his course completely round, viz., westward, in consequence of which manœuvre, about 10 p. m. Agguttou Island is stated in the log to be abeam; and they double the west end of Attou Island the following morning, the 30th. So completely does the log contradict the master's statement that he could not make the south side of Attou Island for the wind, whereas he had just come from the south side. Of course, it may be that there is no convenient watering place either on Aguttou or on the south side of Attou; but that is not what the master says was his reason for making Gotzleb Harbour.

"The master's evidence is also contradicted as to the state of the weather on Gotzleb Harbor. The log alleges the wind to be stormy northerly; cloudy and rainy; the master describes the way as an open roadstead facing due north, but that he was protected against the heavy swell—"rough, stormy, with a heavy sea,"—by a *westerly* bluff, which could hardly protect him from the north. The log says nothing of this. Commander Johnson's evidence contradicts it; and the state of the weather on this lee shore did not prevent the schooner taking on board 1500 gallons of water in two or three hours when he once commenced operations. Captain Turtle's evidence (in itself not very probable) as to the statements of Commander Johnson, immediately after the capture, concerning the steamer's previous movements, of which the Commander could, of course, absolutely know nothing, is completely contradicted by the Commander himself. Nor does Captain Turtle fail to contradict himself apparently. 'Gotzleb is the harbour I know' (p. 2). 'I did not want to go into Tschitschogoff Harbour but Gotzleb (p. 3). But at p. 11 he has forgotten his preference, and says he went into Gotzleb as the only one he could make with safety. By his evidence also on the same p. 11, Captain Turtle appears never to have been in Behring's Sea in his life, except on this unfortunate occasion. How did he know these two harbours so well as to distinguish between their characters? He says he had no chart except the general chart of Behring's Sea, on a scale, I suppose, of some 40 miles to the inch; and his deposition leads one to suppose that he had no other sources of information; and (p. 11) he had never been on a sealing voyage before. How then did he know? This seems to have struck even himself a

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little, for when asked why he went into that particular harbour, he says in the same page, after giving a very bad account of the weather: 'It was the only harbour I could make out that I thought it safe to go into.' And this witness is very cautious about his statements, for at p. 13, he for long declines to commit himself to the statement that Aleutian Islands are the south boundary of Behring Sea, though he was warned by the United States steamship "Adams," and furnished with copy Proclamation, Act of Parliament, and Order-in-Council. Clearly none of these statements by Capt Turtle can be relied on for rebutting the statutory inference which I am commanded to draw from the equipment of the schooner.

"Then I was referred to the log, and certainly the entries there show, if they can be relied on, that the 'Oscar and Hattie' did not during the month of August enter on the forbidden limits, except with an innocent purpose. But upon the log, as produced, there are many remarks to be made. In the first place I apprehend that in these proceedings the statements in the log, like the entries in a merchant's ledger or day books, may be evidence against the owners but not for them. In the next place, on examining the hand writing, the whole appears to have been written by Peters, the mate, as it professes to be, certainly, I think, by a German; and the last entry states their arrival at Ounalaska on the 5th of September. The original log book ought surely to have been taken into the possession of the captors when the schooner herself was seized, and carefully retained by them. Then the entries would have been beyond suspicion, and would, perhaps, have contained much information which is now wanting.

"I do not quite understand how the log book has been treated since August 31. At p. 5 the master says it was seized by Ensign Harrison on August 31st; but it must have been returned immediately, for Peters, the mate, continues to make entries up to the arrival, on September 5th, at Ounalaska. The master's statement is either untrue or disingenuous in not stating this clearly; if he and Peters had contemplated the construction of a fictitious log, they had most ample opportunity. And the production of a log book of this character, under the circumstances, merely adds to the suspicious nature of the whole case for the defence. But the curious thing about this log book is that, although it is called on the title page, 'Log of the Schooner Oscar and Hattie on a voyage from Victoria to the North Pacific,' a title which is repeated at the head of each page up to the 26th or 27th of August, and although we are told that the schooner first left Victoria on the 28th of January, and received her present master and sailed from Yaquina on the 18th of February, the log produced commences on the 30th of July at some point off Copper Island. There are six months unaccounted for, and this is the only log book referred to or mentioned in argument. Under the circumstances it seems very doubtful whether Captain Turtle's statement in his deposition or the mate's in the log as to the transactions in August is the less entitled to credit. But even if one of them be exactly true, I do not see how it proves more than this, that during one month out of the seven, from the 20th January to the 30th August, the schooner did not contravene the Act. Neither the log nor Captain Turtle speak of the other

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six months. There is, therefore, no rebutting evidence at all except Captain Turtle's wide declaration that except on the 30th August, he never 'lowered a boat' in Behring Sea. This does not even amount to a point blank denial that the ship was employed in hunting in contravention of the Act. And for the reasons above given, the case being otherwise full of suspicion—no log book for June or July, no tender of Peters for examination, no explanation of the direct contradiction between the log and the master's statements in examination, I do not think this sufficient to rebut the statutory presumption, though if these proceedings had been against individuals, a jury might have hesitated *in favorem libertatis* to find them guilty of a misdemeanour. I therefore declare for the condemnation of the schooner, tackle and cargo under the Act. Any application respecting the fund in Court or other fruits of the capture may be made to me in Chambers. I suppose the successful captors do not apply for the costs. If they do I must award them against the owners.

"If I am wrong in my construction of the inference to be drawn under section 5, there is now a cheap and ready appeal Court at Ottawa; it is no longer necessary to have recourse to the costly and tardy appeal to the Privy Council."

ORDER FOR JUDGMENT—THURSDAY, 5TH DAY OF JANUARY, 1893.

30 The Judge having heard Mr. C. E. Pooley, Q. C., of Counsel for the Crown, and Mr. D. M. Eberts, Q. C., of Counsel for the ship "Oscar and Hattie," and the owners thereof, and upon reading the pleadings herein, and upon hearing the evidence of Henry S. Johnson, Commander of the United States ship "Mohican," and of William Kelly Harrison, an officer of the said ship "Mohican," and of A. R. Milne, the Collector of Customs at the Port of Victoria, and the evidence of Joseph Brown, and upon reading the evidence of Thomas Turtle, master of said ship "Oscar and Hattie," taken before the Registrar of the Court under and by virtue of an order of this Court made in this action, and the Exhibits produced, marked "A," "B," "C" and "D," viz.:

("A.") The Log Book of the "Oscar and Hattie."

("B.") The chart of Behring's Sea.

("C.") The copy of the Register of the ship "Oscar and Hattie."

50 ("D.") And the Order in Council passed by the Court at Windsor, 9th May, 1892, condemned the said ship "Oscar and Hattie" and her equipment and everything on board thereof as forfeited to Her Majesty for contravention of the Act known as the "Seal Fishery (Behring's Sea) Act, 1891;" and further that the costs of this action be paid by the owners of the said ship "Oscar and Hattie" to Her Majesty.

MATT. B. BEGBIE, L. J. A.

ORDER FOR FURTHER TIME TO APPEAL.

The 3rd day of February, 1893.

60 Upon hearing the solicitors on both sides, it is ordered that the said defendants do have thirty days further time within which to appeal from the judgment pronounced herein on the 5th day of January, 1893.

MATT. B. BEGBIE, L. J. A.

(Exhibit No. 85.)

NOTICE OF APPEAL TO SUPREME COURT OF CANADA.

Take notice that the above named appellant is dissatisfied with the judgment delivered on the 5th day of January, 1893, by his Lordship Chief Justice Begbie, and that an appeal will be had to the Supreme Court of Canada at its next sittings to be held on the 21st instant.

Dated this 3rd day of February, 1893.

10 McIntyre, Code & Orde, agents for Messrs. Eberts & Taylor, Solicitors for Appellant.

CERTIFICATE OF PAYMENT IN OF SECURITY FOR COSTS.

I knowledge to having received from Messrs. McIntyre, Code & Orde the sum of Fifty Dollars Security for Costs in this appeal from the Exchequer Court as provided by the rules in that behalf.

Dated this 3rd day of February, 1893.

"ROBERT CASSELS,"

Registrar.

20

NOTICE OF SETTING DOWN APPEAL.

Take notice that we have this day set down this Appeal for hearing at the next Session of this Court, to be held in the City of Ottawa on Tuesday, the 21st day of February, A. D., 1893.

Dated this 3rd day of February, 1893.

McINTYRE, CODE & ORDE,
Agents for Messrs. Eberts & Taylor,
Solicitors for Appellant.

30 To O'CONNOR, HOGG & BALDERSON,
Agents for Solicitors for Respondent.

IN THE EXCHEQUER COURT OF CANADA BRITISH COLUMBIA ADMIRALTY DISTRICT.

Between

Her Majesty the Queen,

Plaintiff,

and

The Ship "Oscar and Hattie," her equipment and every-
thing on board of her, and the proceeds thereof,
40 Defendants.

ACTION FOR CONDEMNATION.

The 8th day of April, 1893.

Before the Honourable Sir MATTHEW BAILLIE BEGBIE,
Local Judge in Admiralty.

Upon the application of the Defendants (Appellants) and upon hearing Mr. D. M. Eberts, Q. C., of Counsel for the Applicants and Mr. C. E. Pooley, Q. C., of Counsel for the Defendant (Respondent), and upon hearing what was
50 alleged by Counsel aforesaid I do order that the Log Book and all other exhibits in this case which were put in upon the trial of this action be forwarded to the Registrar of the Supreme Court of Canada at Ottawa and form part of the Case on Appeal herein. And I do further order, that the said printed case on appeal do consist of the following:

Short Statement of Case.

Order for Pleadings.

Pleadings:-- Petition, Answer, Reply.

60 Order for Examination of Thomas Turtle.

Transcript of Examination of Thomas Turtle.

Transcript of Evidence Taken at Trial.

Reasons for Judgment of Begbie, L. J. A.

Order for Judgment.

Order for Further Time to Appeal.

(Exhibit No. 85.)

Notice of Appeal to Supreme Court of Canada.
 Certificate of Payment in of Security for Costs.
 Notice of Setting Down of Appeal.
 Order Setting Case on Appeal.

MATH. B. BEGBIE, L. J. A.

"B."

10 IN THE SUPREME COURT OF CANADA.

Tuesday, the twentieth day of February, A. D. 1894.

Present—The Honourable Sir HENRY STRONG, Knight,
Chief Justice.

"	"	Mr. Justice FOURNIER,
"	"	Mr. Justice TASCHEREAU,
"	"	Mr. Justice GWYNNE,
"	"	Mr. Justice SEDGEWICK,
"	"	Mr. Justice KING.

Between

20 The Ship "Oscar & Hattie," her equipment and everything
on board of her and the proceeds thereof,
(Defendant) Appellant,

And

Her Majesty The Queen,
(Plaintiff) Respondent.

The appeal of the above named appellant from the judgment of the Local Judge in Admiralty of the Exchequer Court of Canada in and for the Admiralty District of British Columbia, pronounced in the above cause on the fifth
30 day of January in the year of our Lord one thousand eight hundred and ninety-three, having come on for hearing before this Court on the twentieth day of October, in the year of our Lord one thousand eight hundred and ninety-three, in the presence of Counsel as well for the appellant as for the respondent, whereupon and upon hearing what was alleged by Counsel aforesaid, this Court was pleased to direct that the said appeal should stand over for judgment, and the same coming on this day for judgment, this Court did order and adjudge that the
40 said appeal should be and the same was allowed and that the said judgment of the Local Judge in Admiralty of the Exchequer Court of Canada in and for the Admiralty District of British Columbia should be and the same was set aside and reversed, and that the action of the (plaintiff) respondent, for the condemnation of the said Ship "Oscar & Hattie" and her equipment and everything on board of her and the proceeds thereof should be and the same was dismissed.

And this Court did further order and adjudge that the
50 said Ship "Oscar & Hattie" and her equipment and everything on board of her be restored to the owners thereof, or, in the event of the said Ship "Oscar & Hattie," her equipment and everything on board of her or any part thereof having been sold by the said respondent either before or in pursuance of the said judgment of the said Local Judge in Admiralty of the Exchequer Court of Canada, that the amounts realized upon any such sale or sales be forthwith paid to the owners of the said Ship "Oscar & Hattie" with all interest (if any) accrued thereon.

60 As this Court did further order and adjudge that the owners of the said Ship "Oscar & Hattie" are entitled to recover from the said respondent their costs incurred in the said cause as well in the said Exchequer Court of Canada as in this Court.

(Exhibit No. 85.)

And this Court did further order and adjudge that the sum of fifty dollars paid into this Court on behalf of the said appellant as security for the costs of the said appeal be forthwith paid out to the owners of the said Ship "Oscar & Hattie," or to the person or persons duly authorized by them to receive the said sum.

10 1893.

* (Oct. 20).

1894.

* Feb. 20.

"C."

The Ship "Oscar and Hattie"

(Defendant), Appellant,

and

Her Majesty the Queen

(Plaintiff), Respondent.

ON APPEAL FROM THE ADMIRALTY DISTRICT OF BRITISH COLUMBIA.

84 & 85 Vict. (Imp.) c. 19 sec. 1, subsec. 5—*Presence of a British ship equipped for sealing in Behring Sea—Onus probandi—Lawful intention.*

On 30th August, 1891, the ship "Oscar and Hattie" a fully equipped sealer was seized in Gotzleb Harbour in Behring Sea while taking in a supply of water.

Held, affirming the judgment of the court below, that when a British ship is found in the prohibited waters of Behring Sea, the burden of proof is upon the owner or master to rebut by positive evidence that the vessel is not there used or employed in contravention of the *Seal Fishery (Behring's Sea) Act*, 1891, 54 & 55 Vic. (Imp.) c. 19, sec. 1, subsec. 5.

Held, also, reversing the judgment of the court below, that there was positive and clear evidence that the "Oscar and Hattie" was not used or employed at the time of her seizure in contravention of 54 & 55 Vic. c. 19, sec. 1, subsec. 5.

APPEAL from the Exchequer Court of Canada (Admiralty District of British Columbia) (1).

This was an action *in rem* for the condemnation of a ship for a contravention of *The Seal Fishery (Behring's Sea) Act*, 1891 (2).

The judgment appealed from was delivered by Sir Matthew B. Begbie C. J., Local Judge in Admiralty for the District of British Columbia.

The ship "Oscar and Hattie," Thomas Turtle, Master, a British ship registered at the Port of Victoria, sailed from Yaquina Bay, in the State of Oregon, the latter end of February, 1892, for the North Pacific Ocean on a sealing and fishing voyage.

In continuance of the object of the voyage the ship continued sealing and fishing in the North Pacific Ocean up to and until the latter end of August, when being short of water and prepared to give up sealing for the season, the ship put about with the object of returning to the Port of Victoria, British Columbia.

Owing to the shortness of water on board the ship it was found necessary by the captain to put into Gotzleb Harbour, in Attou Island, the western island of the Aleutian group. While engaged there in laying in a supply of water the ship was boarded and seized by an officer, ensign Harrison, and crew from the United States man-of-war "Mohican." The seizure occurred on the 30th day of August, in the evening, about 5 o'clock. Ensign Harrison of the "Mohican" overhauled all the papers of the "Oscar and Hattie" and took possession of the ship's official log book and the ship's log. The seizing officer and

* PRESENT.—Sir Henry Strong, C.J., and Fournier, Taschereau, Gwynne, Sedgewick and King JJ.

(1) 3 Ex. C. R. 241.
(2) Sec. 1, subsec. 5 enacts that. If a British ship is found within Behring's Sea having on board thereof fishing or shooting implements or seal skins or

bodies of seals, it shall lie on the owner or master of such ship to prove that the ship was not used or employed in contravention of this act.

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crew remained in charge of the "Oscar and Hattie" until the evening of the first day of September. The master of the "Oscar and Hattie" in the interim visited the Commander of the "Mohican" on board the "Mohican" and protested against the seizure.

No written communication passed from the officers of the "Mohican" or any of them to the master of the "Oscar and Hattie" of the reasons for the seizure, but various conversations occurred between them with reference to the same which will be referred to hereafter.

On the afternoon of the 1st day of September, in pursuance of orders received from the Commander of the "Mohican" and with an officer and prize crew on board from the "Mohican," the master of the "Oscar and Hattie" navigated her to the Port of Ounalaska, in the Territory of Alaska. Arriving at Ounalaska the "Oscar and Hattie" was taken in charge by the United States man-of-war "Yorktown," who in turn handed over the "Oscar and Hattie" to the officers of Her Majesty's Ship "Melpomene" some nine or ten days after the arrival of the "Oscar and Hattie" at Ounalaska.

At the end of such period in pursuance of instructions or orders received from Captain Parr, the officer in command of H. M. S. "Melpomene," the master of the "Oscar and Hattie" proceeded from Ounalaska to Victoria, and reported to the Collector of Customs at the Port of Victoria, and the ship was left in charge of the Collector of Customs.

Subsequently an action for condemnation of the ship "Oscar and Hattie" her equipment and everything on board of her, was instituted against the ship for contravention of the act known as the "*Seal Fishery (Behring's Sea) Act, 1891*," the writ in such action being issued on the 22nd day of October, 1892, and it was alleged in the petition in support of such action:

"That the ship 'Oscar and Hattie' was seized by an officer of the 'Mohican' on the 31st day of August, 1892, at Gotzleb Harbor, Attou Island, being a place within the prohibited waters of Behring's Sea as defined by an Order in Council dated the 9th day of October, 1892, made by Her Majesty the Queen in pursuance of an act of the Imperial Parliament, intituled the *Seal Fishery (Behring's Sea) Act, 1891*."

"That the said ship sailed from Victoria on the 26th day of January, 1892, fully manned and equipped for the purpose of seal-fishing, hunting, killing and taking seals."

"That the master of the 'Oscar and Hattie' was on the 17th day of June, 1892, duly warned by an officer of the United States ship 'Adams' not to enter the waters of Behring's Sea for the purpose of sealing, and at the same time had delivered to him from the said officer a copy of the Proclamation of the President of the United States, and a copy of the Convention between Great Britain and the United States and a copy of the *Seal Fishery (Behring's Sea Act), 1891*."

"That the 'Oscar and Hattie' was at the time of the seizure as alleged, namely, on the 31st day of August, 1892, fully manned and equipped for sealing purposes, and was used and employed in killing, hunting, taking or attempting to kill and take seals within the prohibited waters of Behring's Sea."

In answer to the allegations in the petition the defendant, the owner of the "Oscar and Hattie," admitted practically

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the whole of the allegations except so far as related to the purpose for which the ship was in Behring's Sea, and alleged that said ship was in Gotzleb Harbour, Attou Island, where she was seized, solely for the purpose of obtaining a supply of water and provisions in order to enable her to return to Victoria, and not for the purposes of sealing or attempting to seal as alleged or otherwise, and the said ship was never in prohibited waters for the purposes alleged or otherwise, and that the said ship put into the said harbour being at the time in distress and for the purpose of relieving such distress, and was not in such waters for the purpose prohibited by the Order in Council, Prohibitions and Conventions. Whereupon issue was joined and the trial of the issue had on Thursday the 27th day of January, 1892, and judgment was delivered on the 5th day of January, 1893, condemning the ship "Oscar and Hattie" and her equipment and everything on board of her as forfeited to Her Majesty in contravention of the act known as the "Seal Fishery (Behring's Sea) Act, 1891," and the owners of the "Oscar and Hattie" were condemned in costs.

The evidence taken at the trial on these issues is reviewed in the judgment of the court below (1), and in the judgments hereinafter given.

D'Alton McCarthy Q. C. and *D. M. Eberts* for the appellants contended upon the evidence that the "Oscar and Hattie" was not in Behring's Sea at any time during the season of 1892 for any prohibited purpose, and referred to *Walker v. Baird* (2).

Hogg Q. C. for the respondent contended that the onus was upon the appellant to show by clear evidence that the "Oscar and Hattie" was not in Behring's Sea and that the finding of fact of Chief Justice Sir M. Begbie upon the evidence should not be disturbed.

THE CHIEF JUSTICE:—This is an appeal from the judgment of the Chief Justice of British Columbia, sitting as local judge in Admiralty for the British Columbia Admiralty District, pronounced in a proceeding *in rem* against the ship "Oscar and Hattie," whereby that ship and her equipment and everything on board her were condemned as forfeited to Her Majesty for contravention of the act known as the Seal Fishery (Behring's Sea) Act, 1891.

The "Oscar and Hattie," a British ship registered at port of Victoria and commanded by Thomas Turtle, the sailed from Yaquina Bay in the State of Oregon, on the 18th February, 1892, on a sealing and fishing voyage in the North Pacific Ocean fully equipped for that purpose. The ship continued sealing (as the owners allege) in the North Pacific Ocean and outside the limits of Behring Sea until the latter end of August, 1892, when, being short of water and prepared to give up sealing for the season, the master put the ship about with the intention of returning to Victoria. Instead of sailing directly for Victoria, however, he put into Gotzleb Harbour, in Attou Island, the western island of the Aleutian group. This harbour is on the north side of the island and beyond all question within the limits of Behring's Sea. The master states that his sole purpose in going into this harbour was to procure a supply of water of which he was short, and he alleges that he was actually engaged in getting water when his

(1) 8 Ex. C. R. 242.

(2) [1892] A. C. 491.

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ship was boarded and seized by an officer (Ensign Harrison) and a boat's crew from the United States ship "Mohican."

This seizure was made about 5 o'clock in the afternoon of the 30th August, 1892. Ensign Harrison took possession of the ship's papers, including the "official log-book and the ship's log." The seizing officer and crew remained 10 on board the "Oscar and Hattie" until the afternoon of the 1st of September. The master of the "Oscar and Hattie" in the interval visited the commander of the "Mohican" and protested against the seizure. On the afternoon of the 1st of September, in pursuance of the orders of Captain Johnson of the "Mohican" the "Oscar and Hattie" sailed for Ounalaska with an officer and prize crew from the "Mohican" on board. On her arrival at Ounalaska the ship was taken in charge by the United States ship-of-war "Yorktown," by whose commanding 20 officer she was subsequently handed over to the commander of Her Majesty's ship "Melpomene." By the orders of Captain Farr of the "Melpomene," the master of the "Oscar and Hattie" proceeded from Ounalaska to Victoria, and reported to the Collector of Customs at that port, to whom the ship was then delivered up.

Soon afterwards the present action for condemnation was commenced, it being contended on behalf of the Crown that the ship had incurred forfeiture for an infrac- 30 tion of the Behring Sea Act, 1891, in that she had been found in Behring's Sea within prohibited limits, with shooting implements and seal skins on board. The master of the "Oscar and Hattie," Captain Turtle, was examined on behalf of the claimants, the owners of the ship; his evidence was not, however, taken in open court, but before an examiner. Captain Johnson of the "Mohican," and Ensign Harrison, the officer who made the original seizure, were called as witnesses for the Crown and examined before the Chief Justice, and one Joseph Brown, who had been on board the ship during the voyage as a 40 hunter, was called as a witness for the claimants, and also examined before the Chief Justice at the trial. The learned Chief Justice after taking time for consideration pronounced judgment condemning the ship, her equipment, and everything found on board her as forfeited to the Crown. From that judgment the present appeal has been brought.

Subsection 2 of section 1 of the act referred to is as follows:

- (2.) While an Order in Council under this act is in force.
- 50 (a.) A person belonging to a British ship shall not kill, or take, or hunt, or attempt to kill or take, any seal within Behring's Sea during the period limited by the Order; and
- (b.) A British ship shall not, nor shall any of the equipment or crew thereof, be used or employed in such killing, hunting, or attempt.

Subsection 5 of section 1 reads as follows:

If a British ship is found within Behring's Sea having on board thereof fishing or shooting implements or seal skins, or bodies of seals, it shall lie on the owner or master of such ship to prove that the ship was not used or employed in contravention of this act.

By an order of her Majesty in Council passed on the 60 9th of May, 1892, under and pursuant to this act, the limits of Behring's Sea were defined and the catching of seals by British ships in Behring's Sea was prohibited. The offence charged against the ship was therefore that she or some of her equipment or crew had been employed in killing, taking, or hunting or in attempting to kill, or

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take seals within Behring's Sea as defined by the order in council.

Sufficient *prima facie* proof of this was undoubtedly afforded by the fact that the ship was found within the boundaries of prohibited waters, with shooting implements and sealskins on board. The onus was thus cast on the owners to prove that the ship had not been employed in killing, taking or hunting seals or in attempting to do so within Behring's Sea.

The question thus becomes purely one of evidence. Have the claimants by their proofs displaced the presumption arising by force of the 5th subsection of sec. 1 of the act from the conditions under which the ship was found in Behring's Sea?

The burden of proof being thus on the claimants, the owners of the ship, it was for them to rebut the statutory inferences arising from the circumstances, and if they have failed in doing this the ship was properly condemned. Their explanation is that the "Oscar and Hattie" entered Behring's Sea for the purpose of getting a supply of water, of which she was short, and for no other purpose whatever; that she had been actually engaged in watering by means of her boats, immediately before being seized by the boat from the "Mohican"; and that no seals were taken by her, nor by any of her equipment or crew within Behring's Sea; nor was any attempt made to seal within the prescribed limits. Further, that the seal skins on board had been taken in the North Pacific Ocean, outside of Behring's Sea and off Cooper Island, where the ship had been sealing during her whole cruise, prior to sailing on her return voyage to Victoria, in the course of which she entered Behring's Sea to get water. In order to establish this case the claimants called in the first place, Thomas Turtle, the master who had commanded the ship during her sailing voyage. Captain Turtle, as I have before said, was not examined in court, nor in the presence of the Chief Justice but before an examiner. If his evidence is not discredited it is, in my opinion, amply sufficient to exonerate the vessel from any charge of contravention of the act arising from the legal presumption imposed by the statute. The witness swears that he went into Behring's Sea for the sole purpose of getting water, turning aside for that purpose from his true course on his return voyage to Victoria. He also says most emphatically, as I understand his deposition, that he did not take or attempt to take any seals in Behring's Sea; that he was actually getting water on board when the officer on the "Mohican" seized the vessel; he also states with sufficient clearness that the seal skins he had on board had been taken off Copper Island, in the North Pacific, where he had been prior to sailing on his home voyage; and he deposes that he had not been in Behring's Sea during his whole voyage until he entered it for the purpose of getting water on the 30th of August, the day before his vessel was seized. Captain Turtle candidly admits that during the early part of the voyage he had been warned against Behring's Sea by the United States ship "Adams," for when he sailed from Victoria in January, the Order in Council had of course not been passed, and the exclusion from Behring's Sea under the *modus vivendi* could not have been known to him but for this notice. He gives the state of the wind and weather as his

(Exhibit No. 85.)

reason for making the North coast of the Island instead of the South side, which was outside Behring's Sea. The witness further says that he saw no seals near Attou Island, and that there were none there. This evidence by itself, even if not corroborated by other evidence, given by a witness who cannot be discredited, by reason of any peculiarity of his demeanour in the witness box since he 10 was not observed under examination by the Chief Justice any more than by ourselves, would, in my judgment, be amply sufficient to rebut the statutory provision and ensure the acquittal of the vessel unless sufficiently countervailed by further proofs on the part of the crown. But this is not all. Another witness is called by the claimants, Joseph Brown, who had been on board the ship as a hunter during the whole voyage. He proves sufficiently that the ship had been engaged in sealing off Cooper Island and that the seal-skins on board had been taken 20 there; that she had been sealing there immediately before she sailed on her return voyage in the course of which she bore up for Attou Island to get water; that she did take in water there; that she was not engaged in sealing while in the Attou roadstead, where she had arrived the day she was seized. The Chief Justice puts aside this witness as having been immaterial evidence; but granting that he knew nothing of the navigation of the ship, he at least shows that there was no sealing at Attou; that the ship went in there for water; and that the seal-skins on board 30 had been taken in a different part of the North Pacific from which the ship had sailed some days before reaching Attou; all of which is most material as confirmatory of the captain's evidence. The Chief Justice does not say that this witness was unworthy of credit, but merely that his evidence was not material, a conclusion in which I cannot agree. Then to rebut this testimony, two witnesses are called on behalf of the crown both of them no doubt entitled to the utmost credit; Captain Johnson, Commander of the United States Ship "Mohican" and 40 Ensign Harrison, the boarding officer who seized the "Oscar and Hattie." Had these gentlemen, or either of them, contradicted the testimony of the master in any material point, it might have discredited him entirely; but so far from material contradiction I find in their depositions most material corroboration of Captain Turtle's account. They show that there were no seals within two hundred miles of Attou Island. They do not, either of them, even suggest that there was any circumstances leading to a suspicion that the "Oscar and Hattie" was 50 intended to go further into Behring's Sea for the purpose of hunting seals; and Ensign Harrison, at least rather confirms the captain's story about water, and both say that he accounted for his whereabouts in Behring's Sea by attributing it to the failure of his supply of water. I am therefore unable to agree with the learned Chief Justice in his conclusion that this evidence for the crown affects the claimants' case in the least degree, save to confirm it.

Some observations were made by the Chief Justice 60 about the non-production of the log book in which the entries of the ship's course during the early part of the voyage were supposed to be contained, but the claimants were not responsible for that; the log book together with all the other ship's books and papers were seized by Ensign Harrison and handed over to Captain Parr of the

(Exhibit No. 85.)

"Melpomene" at Ounalaska. It was for the crown to have produced this early log-book, or to have shown that no such document could be found amongst the ship's papers. This they failed to do. No inference unfavourable to the claimants can therefore be drawn from this circumstance. The learned Chief Justice thinks that the entry in the log book which
 10 was produced, an entry made by the mate, as to the state of the wind when the ship made Attou is inconsistent with the captain's account. Captain Turtle says the wind was north-west: the mate's entry in the log-book alleges it to have been not north but "northerly." I apprehend that the learned Chief Justice was under the impression that the record of the mate was meant to indicate that the wind was due "north" but it does no such thing. The Chief Justice seems also to have drawn an inference unfavourable to the claimants from the absence of the
 20 mate, but considering the very reasonable and probable excuse offered for his non-production by the learned counsel for the claimants, namely, that it had been impossible to find him, I do not attach any weight to the circumstance. At all events it is quite insufficient to turn the scale against the claimants in whose favour there is such a great preponderance of testimony, as the evidence shows. The claimants have therefore succeeded in proving that the "Oscar and Hattie" was not used or employed in contravention of the statute.

30 The appeal must be allowed with costs and the action for condemnation in the Admiralty dismissed with costs.

FOURNIER J.—[Translated]. The ship "Oscar and Hattie," a British ship registered at the Port of Victoria, sailed from Yaquina Bay, in the State of Oregon, the latter end of February, 1892, for the North Pacific Ocean, on a sealing and fishing voyage. Towards the latter end of August when being short of water the master decided to give up sealing and the ship was put about with the object of returning to Victoria, British Columbia.

40 In order to lay in his supply of water Captain Thomas Turtle, who was the master of the ship, found it necessary to put into Gotzleb Harbour, in Attou Island, the western island of the Aleutian group. While engaged there in laying in a supply of water the ship was boarded and seized by an officer, Ensign Harrison, and crew from the United States man-of-war "Mohican," in the afternoon about 5 o'clock of the 30th day of August.

Ensign Harrison took possession of the ship and of the ship's official log-book and ship's log, and overhauled all the papers and kept them in his possession until the evening of the 1st of September. In the interim the master of the "Oscar and Hattie" visited the commander of the
 50 "Mohican" on board the "Mohican" and protested against the seizure. Several conversations took place between them at the time, but no written communication passed. Later on in pursuance of orders received from the commander of the "Mohican" the "Oscar and Hattie" with an officer and prize crew on board from the "Mohican" proceeded to Victoria Harbour and the master
 60 reported to the Collector of Customs, and the ship was left in charge of the Collector of Customs.

Then an action for condemnation of the ship "Oscar and Hattie," her equipment and everything on board of her, was instituted for having sailed into Gotzleb Harbour, Attou Island, being a place within the prohibited waters

(Exhibit No. 85.)

of Behring's Sea, as defined by an Order in Council, dated the 9th day of October, 1892, made by Her Majesty the Queen in pursuance of an Act of the Imperial Parliament intituled the Seal Fishery (Behring Sea) Act 1891.

Captain Turtle had been warned on the 18th June, 1892, by an officer of the United States ship "Adams" not to enter the water of Behring's Sea for the purpose of sealing. This officer at the same time delivered to him a copy of the proclamation of the President of the United States and a copy of the convention between Great Britain and the United States, and a copy of the "Seal Fishery (Behring's Sea) Act, 1891."

In answer to the action, the defendant admitted practically the whole of the allegations, except so far as they related to the purpose for which the ship was in Behring's Sea, and to the contrary alleged that his ship had entered into Gotzleb Harbour solely for the purpose of obtaining a supply of water in order to enable her to return to Victoria, and not for the purpose of sealing, or attempting to seal, in contravention to the rules and regulations agreed upon between the two governments of Great Britain and the United States.

After issue joined and the evidence taken at the trial, a judgment was delivered on the 5th January, 1893, condemning the said ship "Oscar and Hattie," and everything on board of her, as forfeited to Her Majesty in contravention of the act known as the "Seal Fishery (Behring's Sea) Act, 1891," and the owners were also condemned in costs.

The only question raised on this appeal is, whether the "Oscar and Hattie," at the time of her seizure, was being used and employed in hunting seals in the prohibited waters of the Behring Sea.

On Her Majesty's behalf it is contended that under Section 5 of the Seal Fisheries Act, 1891, the *onus probandi* is upon the owner or master of the ship found in the prohibited waters of Behring Sea to show that the ship was not used or employed in contravention of the act, viz., "was not used or employed in killing, taking, hunting, or attempting to kill, take or hunt seals."

If it is true that the law imposes upon the owner of the ship in such a case, the obligation to rebut the presumption of guilt which results from the position of the vessel at the time of the seizure, nevertheless it leaves intact the owner's right to rebut such a presumption by positive proof. The owners of the "Oscar and Hattie," in my opinion, have clearly and positively proved the fact that they had not proceeded into the prohibited waters in view of contravening any of the provisions of the fishery act. Captain Turtle stated in his evidence of the 2nd December, 1892, that he had proceeded to Gotzleb Harbour for the sole purpose of renewing his supply of water in order to return to Victoria from his sealing expedition in the Northern Pacific. When he arrived at Gotzleb, the weather was stormy and there was a heavy sea. He went there because it was the only place where he could go. "The wind was very strong and it was impossible for me to get around to the south side of the island." Arriving about seven or eight o'clock in the morning he went ashore to see if he could find a suitable place to water at, and about one o'clock began to fill the tanks, and about 5 o'clock Ensign Harrison of the "Mohican" seized the vessel. Harrison does not in any way contradict Captain

(Exhibit No. 85.)

Turtle's statement. When he seized the ship he had a couple of boats tied to the stern of the vessel and one boat was coming from the island with three men. All the guns and other appliances were on the schooner in their ordinary position. In his cross-examination he says he does not think the boats were tied to the stern of the schooner for the purpose of sealing; he does not believe there are ever any seals around this island Attou. Several witnesses confirm the statement that it is not a fishing place, that you must proceed two to three hundred miles further to catch seals. Harrison states that he knows there is a suitable place on Attou Island where a supply of water can be had. He adds: "there was a heavy swell coming in from the northward and westward." Captain Turtle told them that he had been sealing for a month around Copper Islands, but that he had not been sealing in Behring Sea, and that he had gone to Gotzleb Harbour for the sole purpose of obtaining water and that the fishing season for him was closed.

Commander Johnson of the "Mohican" admits that he almost knew immediately after the seizure that he knew that Captain Turtle had been lately sealing in the neighbourhood of Copper Island, but cannot say whether it was Harrison or Turtle who gave him the information. He also states that there are no seals within 200 miles of Attou. The evidence of Captain Turtle is also corroborated by the evidence of Joseph Brown, a hunter on board the "Oscar and Hattie," who says that a long time previous to going for water on Attou Island, the vessel had been employed around Copper Island.

Now, Sir Matthew Baillie Begbie, in his reasons for judgment in this case reproaches Captain Turtle, while trying to justify himself of making use of ambiguous expressions, as follows:—

I never lowered a boat in Behring Sea "is an expression which he again repeats, and a third time adopts when repeated to him by his counsel, excepting of course the boats in Gotzleb Harbour, on the 31st August. He uses no other expression of denial." He also adds "that all his words are to be carefully weighed, and it is impossible to carry them further than the dry meaning they express. It is evident that he does not in express terms contradict the charge that he was in Behring Sea attempting to hunt seals and that the schooner was employed for that purpose. All he says is that he, himself, never lowered a boat there."

But if such answers, which the learned Chief Justice qualifies as evasive, are in truth a denial of the complaint of being there for the purposes of sealing, there can be no reproach made to Captain Turtle for making use of peculiar but very appropriate expressions, as the following extract of his evidence clearly shows, and especially if we remember that the hunting of seals with large vessels can only be carried on by lowering the boats fully equipped in order to get at the seals, for it cannot be done from the high deck of a vessel such as the "Oscar and Hattie."

The following are the answers I refer to:—

Q. Never mind what you got from him. Was anything said about seals? A. He said that he didn't believe I had been sealing at all; he didn't believe I had come into the sea to seal there; he fully believed that I came in there for the sole and whole purpose of getting water.

Q. Well, had you been sealing in the Behring Sea? A. No, sir; never lowered a boat in the Behring Sea.

Q. Well, you had some seals on board, had you, seal-skins? A. Yes, sir.

Q. Where had you been sealing? A. I took them off Copper Island in the North Pacific Ocean.

Q. How far off? A. Various distances; from 100—

Objected to by petitioner's counsel.

A. I never lowered a boat inside the Behring Sea.

Q. You never lowered a boat in the Behring Sea? A. No, sir.

Q. Outside of going into Attou Island, as referred to? A. No, sir.

(Exhibit No. 85.)

Q. Had you shot any seals there, or killed any in any way, without lowering a boat? A. No, sir.

Q. Could not? A. No, sir.

And again at the close of his testimony in recross examination by counsel on behalf of the crown he answers as follows:—

Q. (Mr. Pooley.) And you did not take any whilst in there? A. No, sir.

Q. (Mr. Pooley.) You say you did not go in for the purpose of taking seals?

10 A. No, sir.

Q. (Mr. Pooley.) Into the Behring Sea? A. No, sir.

It is difficult for me to understand how after these several specific denials the learned Chief Justice still hesitated to believe that Capt. Turtle had proceeded to Behring Sea on an illegal errand. When it is known that seal hunting can only be carried on in small boats, the answer may be better appreciated. In my opinion, "I never lowered a boat in Behring Sea" is a categorical answer to the question: "Had you been sealing in Behring Sea." It is a complete and perfect denial of the charge of having sealed in Behring Sea. It is twice repeated. Moreover, we see by the answers to the questions above cited that seals are not killed generally except by lowering the boats. Lowering boats is for the purpose of sealing.

It is abundantly clear, in my opinion, that there are formal and positive denials of record by Capt. Turtle that he ever intending fishing for seals in Behring Sea contrary to law.

30 When leaving Copper Island on his home voyage Attou Island was almost on his way and where he might make a stop for the purpose of taking in a supply of water. It is also in evidence that as a matter of fact he did there obtain a supply of water and that it was owing to the strong winds and heavy sea that he was unable to get around to the south side of the island—Attou, which is situated outside of the prescribed waters. The stress of the weather forced him to go to the north side which happens to be within the prohibited waters. On the whole, I repeat it, the evidence seems to show that he had no intention of contravening any of the provisions of the Fishery Seal Act and that he has not in fact been guilty of any infraction of the provisions of the law.

I am therefore of opinion that the appeal should be allowed and the action for condemnation dismissed, the whole with costs.

TASCHEREAU, J.—I take no part in this judgment.

GWYNNE, J.—This appeal must, in my opinion, be allowed with costs. Granting that the ship having been taken within the Behring Sea cast upon the appellant the onus of proving that the vessel had not been used and employed in taking seals in the Behring Sea, that onus was completely discharged by the evidence of the officers in charge of the vessel, whose veracity was not assailed in the slightest particular. The evidence established beyond doubt that the vessel was taken almost immediately after she had entered the sea on the north side of one of the Aleutian islands, which constituted the extreme southern boundary of the sea where she had entered for water, and within two hundred miles of which, as was shown by independent testimony, seals had never been known to be taken or seen.

The naval officer of the United States who took the vessel and handed her over to the authorities for trial entertained no doubt of the truth of the statement made by the

(Exhibits Nos. 86 and 87.)

captain of the vessel when taken, as to the purpose for which she had gone to the north side of the island instead of to the south, and had so entered the Behring Sea, namely, the state of the wind at the time, and the wonder is that she should have been taken at all, or being taken, should have been put upon trial.

SEDGEWICK and KING JJ.—Concurred.

10 *Appeal allowed with costs.*

Solicitors for appellant: EBERTS & TAYLOR.

Solicitors for respondent: O'CONNOR & HOGG.

EXHIBIT No. 86 (G. B.), CLAIM No. 23.

Transcript of Registry, "Oscar and Hattie," March 2, 1891, to March 6, 1893.

20 By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 87 (G. B.), CLAIM No. 23.

CONVENTION BETWEEN THE UNITED STATES OF AMERICA
AND GREAT BRITAIN FOR THE RENEWAL OF THE EXIST-
ING "MODUS VIVENDI" IN BEHRING'S SEA.

Whereas by a Convention concluded between the
30 United States of America and Her Majesty the Queen of
the United Kingdom of Great Britain and Ireland, on the
twenty-ninth day of February, one thousand eight hun-
dred and ninety-two, the High Contracting Parties have
agreed to submit to Arbitration, as therein stated, the
questions which have arisen between them concerning the
jurisdictional rights of the United States in the waters of
Behring's Sea and concerning also the preservation of the
fur-seal in, or habitually resorting to, the said sea, and
the rights of the citizens and subjects of either country as
40 regards the taking of fur-seal in, or habitually resorting
to, the said waters; and whereas the High Contracting
Parties having differed as to what restrictive regulations
for seal hunting are necessary, during the pendency of
such Arbitration, have agreed to adjust such difference in
manner hereinafter mentioned, and without prejudice to
the rights of either party:

The said High Contracting Parties have appointed as
their Plenipotentiaries to conclude a Convention for this
purpose, that is to say:

50 The President of the United States of America, James
G. Blaine, Secretary of State of the United States;

And Her Majesty the Queen of the United Kingdom of
Great Britain and Ireland, Sir Julian Pauncefoot, Knight
Grand Cross of the Most Distinguished Order of
Saint Michael and Saint George, Knight Commander of
the Most Honorable Order of the Bath, and Envoy Ex-
traordinary and Minister Plenipotentiary of Her Britannic
Majesty to the United States;

Who, after having communicated to each other their
60 respective full powers, found in due and good form, have
agreed upon and concluded the following Articles:

ARTICLE I.

Her Majesty's Government will prohibit, during the
pendency of the Arbitration, seal-killing in that part of
Behring Sea lying eastward of the line of demarcation

(Exhibit No. 87.)

described in Article No. 1 of the Treaty of 1867 between the United States and Russia, and will promptly use its best efforts to ensure the observance of this prohibition by British subjects and vessels.

ARTICLE II.

The United States Government will prohibit seal-killing for the same period in the same part of Behring's Sea, 10 and on the shores and islands thereof, the property of the United States (in excess of seven thousand five hundred to be taken on the islands for the subsistence of the natives), and will promptly use its best efforts to ensure the observance of this prohibition by United States citizens and vessels.

ARTICLE III.

Every vessel or person offending against this prohibition in the said waters of Behring Sea outside of the ordinary territorial limits of the United States, may be seized 20 and detained by the naval or other duly commissioned officers of either of the High Contracting Parties, but they shall be handed over as soon as practicable to the authorities of the nation to which they respectively belong, who alone shall have jurisdiction to try the offence and impose the penalties for the same. The witnesses and proof necessary to establish the offence shall also be sent with them.

ARTICLE IV.

In order to facilitate such proper inquiries as Her 30 Majesty's Government may desire to make with a view to the presentation of the case and arguments of that Government before the Arbitrators, it is agreed that suitable persons designated by Great Britain will be permitted at any time, upon application, to visit or remain upon the seal islands during the sealing season for that purpose.

ARTICLE V.

If the result of the Arbitration be to affirm the right of British sealers to take seals in Behring Sea within the bounds claimed by the United States, under its purchase 40 from Russia, then compensation shall be made by the United States to Great Britain (for the use of her subjects) for abstaining from the exercise of that right during the pendency of the Arbitration upon the basis of such a regulated and limited catch or catches as in the opinion of the Arbitrators might have been taken without an undue diminution of the seal herds; and on the other hand, if the result of the Arbitration shall be to deny the right of British sealers to take seals within the said waters, then compensation shall be made by Great Britain to the 50 United States (for itself, its citizens and lessees) for this agreement to limit the island catch to seven thousand five hundred a season, upon the basis of the difference between this number and such larger catch as in the opinion of the Arbitrators might have been taken without an undue diminution of the seal-herds.

The amount awarded, if any, in either case shall be such as under all the circumstances is just and equitable, and shall be promptly paid.

ARTICLE VI.

60 This Convention may be denounced by either of the High Contracting Parties at any time after the thirty-first day of October, one thousand eight hundred and ninety-three, on giving to the other Party two months notice of its termination; and at the expiration of such notice the Convention shall cease to be in force.

(Exhibit No. 88.)

ARTICLE VII.

The present Convention shall be duly ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by her Britannic Majesty; and the ratifications shall be exchanged either at Washington or at London as early as possible.

In faith whereof, we, the respective Plenipotentiaries have signed this Convention and have hereunto affixed our seals.

Done in duplicate at Washington, this eighteenth day of April, one thousand eight hundred and ninety-two.

JAMES G. BLAINE. [SEAL.]

[SEAL.] JULIAN PAUNCEFOTE.

CHAS. F. NOTHAM,

Rear Admiral,

Commander in Chief Pacific Squadron.

(Endorsed)—H. M. S. "Warspite."—Esquimalt.

20 (Endorsed)—Handed to Capt. Thos. Turtle of "Sch. Oscar & Hattie" by the Boarding Officer (Shumaker); of U. S. S. "Adams" off Montague Island, Friday, June 24th, 1892 (Lat. 59° 45' N. Long. 147° 20' W.).

EXHIBIT No. 88 (G. B.), CLAIM No. 23.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

30 The following provisions of the laws of the United States are hereby published for the information of all concerned.

Section 1956, Revised States, Chapter 3, Title 23, enacts that: "No person shall kill any otter, mink, marten, sable, or fur seal, or other fur-bearing animal within the limits of Alaska Territory, or in the waters thereof; and every person guilty thereof shall for each offence, be fined not less than two hundred nor more than one thousand 40 Dollars, or imprisoned not more than six months, or both; and all vessels, their tackle, apparel, furniture and cargo, found engaged in violation of this Section shall be forfeited; but the Secretary of the Treasury shall have power to authorize the killing of any such mink, marten, sable, or other fur-bearing animal, except fur seals, under such regulations as he may prescribe; and it shall be the duty of the Secretary to prevent the killing of any fur seal, and to provide for the execution of the provisions of this section until it is otherwise provided by law; nor shall he 50 grant any special privileges under this section.

Section 3 of the act entitled "An Act to provide for the protection of the salmon fisheries of Alaska" approved March 2, 1889, provides that:

"Section 3. That Section 1956 of the Revised Statutes of the United States is hereby declared to include and apply to all the dominion of the United States in the waters of Behring Sea; and it shall be the duty of the President, at a timely season in each year, to issue his proclamation and cause the same to be published for one month in at least one newspaper, if any such there be, published at 60 each United States port of entry on the Pacific coast, warning all persons against entering said waters for the purpose of violating the provisions of said section; and he shall also cause one or more vessels of the United States to diligently cruise said waters and arrest all per-

(Exhibit No. 89.)

sons, and seize all vessels found to be, or to have been engaged in any violation of the laws of the United States therein."

Now, therefore, I, BENJAMIN HARRISON, President of the United States, pursuant to the above recited statutes, hereby warn all persons against entering the waters of Behring Sea within the dominion of the United States, for the purpose of violating the provisions of said section 10 1956, Revised Statutes; and I hereby proclaim, that all persons found to be, or to have been, engaged in any violation of the laws of the United States, in said waters, will be arrested and punished as above provided, and that all vessels so employed, their tackle, apparel, furniture and cargoes will be seized and forfeited.

In testimony whereof, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the City of Washington, this fifteenth day of 20 February, one thousand eight hundred and ninety-two, and of the independence of the United States the one hundred and sixteenth.

(SEAL.)

BENJ. HARRISON.

By the President:

JAMES G. BLAINE,

Secretary of State.

30

EXHIBIT NO. 89 (G. B.), CLAIM NO. 23.

NAVY DEPARTMENT.

WASHINGTON, April 25, 1892.

COMMANDER R. D. EVANS, U. S. N.,

Commanding United States Naval Force in Bering Sea.

SIR:

In pursuance of the convention between the United States and Great Britain, dated April 18, 1892, for a 40 *modus vivendi* respecting the taking of seal in Bering Sea, you will cause the vessels under your command to warn all American and British vessels they meet outside of Bering Sea not to enter the prohibited waters of that sea for the purpose of sealing, and you will deposit on board of each vessel so warned a copy of the convention, of the President's proclamation, dated February 15, 1892, of the British Seal Fishery (Bering Sea) Act, 1891, and of these instructions. Entry of notice and warning will be made upon the register of all vessels notified.

50 Any vessel found to be, or to have been, employed in sealing within the prohibited waters of Bering Sea whether with or without warning, and any vessel found therein, whether warned or not, having on board implements for taking seal, or seal skins, or bodies of seals, will be seized.

The prohibited waters include that part of Bering Sea east of the line of demarkation marked upon Hydrographic Office Chart No. 68.

The commanding officer of the vessel making the seizure 60 will, at the time thereof, draw up a declaration in writing, stating the condition of the seized vessel, place and date of seizure, giving latitude and longitude, and circumstances showing guilt. The seized vessel will be brought or sent in charge of a sufficient force to insure delivery, together with witnesses and proofs and the declaration of the of-

(Exhibit No. 90.)

files making the seizure, if American, to Sitka and there delivered to the officer of the United States District Court at that place, and if British, to Unalaska and there delivered to the senior British naval officer in Bering Sea. The master of the seized vessel, her mate or boatswain and such portion of her crew as can conveniently be carried therein will be sent as prisoners with the vessel to suffer the penalty of the law.

A signed and certified list of the papers of the seized vessel will be delivered to the Master thereof, and a duplicate copy will be transmitted with the declaration.

Very respectfully,

B. F. TRACY,
Secretary of the Navy.

EXHIBIT No. 90 (G. B.), CLAIM No. 23.**20 SEAL FISHERY (BEHRING'S SEA) ACT, 1891.****54 VICT.] CHAPTER 19.**

AN ACT to enable Her Majesty, by order in council, to make special provision for prohibiting the catching of seals in Behring's Sea by her Majesty's subjects during the period named in the order. (11th June, 1891.)

Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

30 1. (1) Her Majesty the Queen may, by order in council, prohibit the catching of seals by British ships in Behring's Sea, or such part thereof as is defined by the said order, during the period limited by the order.

(2) While an order in council under this act is in force—

(a) A person belonging to a British ship shall not kill, or take, or hunt, or attempt to kill or take, any seal within Behring's Sea during the period limited by the order; and

40 (b) A British ship shall not, nor shall any of the equipment or crew thereof, be used or employed in such killing, taking, hunting or attempt.

(3) If there is any contravention of this act, any person committing, procuring, aiding, or abetting such contravention shall be guilty of a misdemeanor within the meaning of the merchant shipping act, 1854, and the ship and her equipment and everything on board thereof shall be forfeited to Her Majesty as if an offense had been committed under section 103 of the said act, and the provisions of sections 103 and 104 and part 10 of the said act (which are set out in the schedule to this act) shall apply as if they were herein reenacted and in terms made applicable to an offense and forfeiture under this act.

50 (4) Any commissioned officer on full pay in the naval service of Her Majesty shall have power, during the period limited by the order, to stop and examine any British ship in Behring's Sea, and to detain her, or any portion of her equipment, or any of her crew, if in his judgment the ship is being or is preparing to be used or employed in contravention of this section.

60 (5) If a British ship is found within Behring's Sea having on board thereof fishing or shooting implements or seal skins or bodies of seals, it shall lie on the owner or master of such ship to prove that the ship was not used or employed in contravention of this act.

(Exhibits Nos. 90, 91 and 93.)

2. (1) Her Majesty the Queen in council may make, revoke, and alter orders for the purposes of this act, and every such order shall be forthwith laid before both houses of Parliament and published in the *London Gazette*.

(2) Any such order may contain any limitations, conditions, qualifications, and exceptions which appear to Her Majesty in council expedient for carrying into effect the object of this act.

3. (1) This act shall apply to the animal known as the fur seal, and to any marine animal specified in that behalf by an order in council under this act, and the expression "seal" in this act shall be construed accordingly.

(2) The expression "Behring's Sea" in this act means the seas known as Behring's Sea within the limits described in an order under this act.

(3) The expression "equipment" in this act includes any boat, tackle, fishing or shooting instruments, and other things belonging to the ship.

(4) This act may be cited as the seal fishery (Behring's Sea) act, 1891.

EXHIBIT No. 91 (G. B.), CLAIM No. 23.

Log Book of "Oscar and Hattie," January 23 to July 30, 1892.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 92 (G. B.), CLAIM No. 23.

Log book of "Oscar and Hattie," July 31, 1892, to —.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 93 (B. G.), CLAIM No. 23.

VICTORIA, BRITISH COLUMBIA, Jan. 5th, 1897.

Schooner "OSCAR & HATTIE."

First cost of vessel.....	\$9,000 00
" " Outfit	500 00
Paid out refitting.....	

1891.

Dec. 11.

Jno. Barnsley & Co.

12 Parker shotguns

50

@ \$50..... \$600 00

2 Remington shot-

guns @ \$45..... 90 00

1 Baker @ 45..... 45 00

1 Rifle..... 15 00—

750 00

" 12.

Labour.....

4 90

" 26.

".....

18 75

" 28. (96)

Fred. Jeane, Sails.....

243 68

" 31.

Labour.....

19 50

"

Sayward for Spars.....

80 00

60

"

E. B. Marvin & Co.....

16 95

1892.

Jan. 4/18.

".....

252 92

" 6.

Labour.....

10 00

" 9.

".....

44 00

" 14/18

".....

37 00

(Exhibits Nos. 93 and 94.)

1892.			
Jan. 21.	Muirhead & Mann, Dressed Lumber, etc.	26 32	
" 21.	Bishop & Sherborne, refitting Cabin, galley, Bunks, etc...	200 00	
" 19-June 30.	E. B. Marvin & Co.	509 88	
10 Jan. 23.	Labour	8 00	
" "	Wm. Turpel, makingspars, etc.	279 80	
" 26/7.	Labour	6 75	
Feb. 17.	Bennet & Burns	2 50	
" 23.	J. Sears, painting name	2 00	
" "	Geo. Phillips, stove and Galley fitgs.	129 80	
" 24.	Albion Iron Wks., Tanks	260 00	
Mch. 31.	Bishop & Sherborn, bal.	60 00	
May 9.	Jno. Robertson, Ironwork	111 00	
" "	A. Lewis, Tinware	13 25	
20 " "	Jno. Clark, Hauling out, etc..	98 00	
" 27.	Thos. Earl, 1 Boat	100 00	
July 31.	H. R. Foot, 6 Boats @ \$95	570 00	
1891.			
Jan. 16.	E. B. Marvin & Co.	10 00	
		<u>\$13,365 00</u>	
	Total cost of Vessel fitted for Sealing with White Hunters, Season 1892	\$13,365 00	
30	Deduct proceeds of Sale of Vessel	4,550 00	
		<u>\$8,815 00</u>	
	Interest on \$13,365 from seizure until sale of vessel (27 Feb., 1893)	305 16	
	Interest on \$8,815 from 27 Feb., '93, to date.	2,040 67	
	" " \$4,550 " " " to May 29/94	342 77	
	During which period the purchase money remained in Court.		
40	Loss on trip to Ounalaska under seizure	500 00	
	Interest thereon from Oct. 1/92 to date	127 92	
	Law expenses paid over and above taxed costs.	750 00	
	Interest thereon from Ap. 6/94 to date	123 75	
	Total claim to Jan. 5, 1897	<u>\$13,005 27</u>	
	Plus subsequent interest.		

EXHIBIT No. 94 (G. B.), CLAIM No. 23.

50	VICTORIA, BRITISH COLUMBIA, Jan. 5th, 1897.	
	The Schooner "OSCAR & HATTIE."	
	Cost of Vessel, San Francisco	\$7,500 00
	Commission on purchase	187 50
	Personal expenses and cost of bringing vessel to Victoria, B. C.	500 00
	Duty paid in Victoria	750 00
	Chronometer, Barometer, Charts	154 60
	Sails	146 95
	Ship chandlery	31 63
60	Caulking, etc.	143 65
	Sealing Boat	100 00
	Iron work	90 00
	2 Oil tanks (for water)	335 00
		<u>\$9,939 33</u>
	1 cannon bought Victoria	60 00
	Total cost of Schooner, ect., 1891	<u>\$9,999 33</u>

(Exhibit No. 95.)

Claim No. 18, "Triumph."**EXHIBIT No. 95 (G. B.), CLAIM No. 18.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO
CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. 90681.	Name of Ship. "Triumph."	No., Date and Port of Registry. No. 11, in 1887, Victoria B. C.			
No., Date and Port of previous Registry (if any), April 1st, 1887, Shelbourne, N. S.						
20	Whether British or Foreign built.	Whether a Sailing or Steam Ship; and if a steam ship, how propelled.	Where Built.	When Built.	Name and Address of Builders.	
	British.	Sailing.	Shelbourne N. S.	April, 1887. Launched 29 Mch., 1887.	Arthur Hood, Shelbourne, N. S.	
30	Number of Decks..... One. Number of Masts..... Two. Rigged..... Schooner. Stern..... Elliptic. Build..... Carvel. Galleries..... None. Head..... Billet. Framework..... Wood.		Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post..... Main breadth to outside of plank..... Depth in hold from tonnage deck to ceiling at midships..... Depth in hold from upper deck to ceiling at midships, in the case of three decks and upwards..... Length of engine room, if any.....			Feet. Tenths. 85 0 28 8 9 8 7 22 1 46

PARTICULARS OF TONNAGE.

	Gross Tonnage.	No. of Tons.	Deductions Allowed.	No. of Tons.
40	Under Tonnage Deck.....	92.24	On account of space required for propelling power.....	
	Closed-in spaces above the Ton- nage Deck, if any.....		On account of space occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew. These spaces are the following, viz.:	
	Break.....	8.11	Forecastle.....	7.22
	Forecastle.....	5.84	First section of cabin.....	1.46
	House.....			
	Other closed-in spaces, if any, as follows:			
50	Gross Tonnage.....	106.19		
	Deductions, as per Contra...	8.68		
	Registered Tonnage.....	97.51	Total Deductions.....	8.68

Names, Residence and Description of the
Owners, and Number of Sixty-Fourth } viz.,
Shares held by each.

DANIEL McLEAN,
of Victoria, British Columbia,
Master Mariner.
(64) Sixty-four shares.

60

Transferred from the Port of Shelbourne,
N. S. 89 & 90, U. S. A.

Dated 2d December, 1887.

Registrar W. HAMLEY.

(Exhibit No. 95.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY, FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and Date of Transaction.	Name, Residence and occupation of Transferee, mortgagee or other person acquiring title or power.
10						
	1	Daniel McLean.	21	December 17th, 1887, 3.45 p. m.	Bill of Sale dated 7th December, 1887.	Walter Edwin Blackett of Nanaimo, B. C., Contractor.
20	2	Walter Edwin Blackett.	21	December 17th, 1887, at 3.50 p. m.	Mortgage dated December 16th, 1887, for securing \$1,000 (One thousand dollars) and interest at 12% per annum.	Edgar Crowe Baker of Victoria, B. C., Ret. Lieut. Royal Navy.
	3	Daniel McLean, by his attorney in fact, Edgar Crowe Baker.	21	December 20th, 1887, at 10.30 A. M.	Bill of Sale dated December 7th, 1887.	Joshua Davies of Victoria, B. C., Auctioneer.
30	4	Daniel McLean, by his attorney in fact Edgar Crowe Baker.	22	February 6th, 1888, at 4 p. m.	Mortgage dated December 16th, 1887, for \$1,000 (one thousand dollars) and interest at 12% per annum.	Joshua Davies of Victoria, B. C., Auctioneer.
	5	Joshua Davies.	21	February 7th, 1888, at 11 A. M.	Bill of sale dated December 10th, 1887.	Edgar Crowe Baker of Victoria, B. C., Ret. Lieut. Royal Navy.
40	6	Walter Edwin Blackett.	21	July 20th, 1888, at 12 noon.	Walter Edwin Blackett dies on the 15th day of June intestate. Letters of administration granted to John Charles Blackett of Victoria, B. C., by the Supreme Court of British Columbia, on the 23rd day of June, 1888.	John Charles Blackett of Victoria, B. C., Master Mariner.
50	7	John Charles Blackett.	21	November 12th, 1888, 10 A. M.	Discharge of Mortgage A for \$1,000 and interest. Receipt dated 20th September, 1888.	
60	8	Daniel McLean.	22	December 26th, 1888, 10 A. M.	Mortgage dated 21st December, 1888, for \$500.00 (five hundred dollars) and interest at 12% per annum.	Edgar Crowe Baker, of Victoria, B. C. Ret. Naval Lieut.

(Exhibit No. 95).

	Number of Transactions.	Name of person from whom Title is derived.	Number of Shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and Occupation of Transferee, Mortgagee or other Person acquiring Title or Power.
10	9	John C. Blackett.	11	May 18th, 1889, at 10 A. M.	Bill of Sale dated 4th December, 1888.	Rosine Blackett, of Nanaimo, B. C., widow, now wife of Robert Edward Gibson, of Pembroke, Ontario.
20	10	Daniel McLean.	22	August 19th, 1889, at 10 A. M.	Mortgage dated March 21st, 1889, the same to secure the sum of \$1,000, with interest at the rate of 8% per annum on account current.	Edgar Crow Baker, of Victoria, B. C. Ship owner.
	11	Joshua Davies.	22	August 19th, 1889, at 4 P. M.	Transfer of Mortgage B August 19th, 1889.	Edgar Crow Baker, of Victoria, B. C. Ret'd Navy Lieut. R. N.
30	12	Edgar Crow Baker.	21	October 15th, 1889, at 10 A. M.	Bill of Sale dated October 11th, 1889.	John G. Cox, of Victoria, B. C. Master Mariner.
	13	Edgar Crow Baker.	22	October 15th, 1889, at 10 A. M.	Bill of sale dated October 11th, 1889, under mortgages B, C & D.	John G. Cox, of Victoria, B. C. Master Mariner.
40	14	Rosine Blackett, now Rosine Gibson, wife of Robert Edward Gibson, of Pembroke, Ontario, by her atty. C. C. McKenzie, Nanaimo, B. C.	11	October 17th, 1889, at 3.50 P. M.	Bill of Sale dated October 11th 1889.	John G. Cox, of Victoria, B. C. Master Mariner.
50	15	John Charles Blackett.	10	October 21st, 1889, at 2 P. M.	Bill of Sale dated August 23rd, 1889.	Mary Blackett, of Victoria, B. C., wife of John C. Blackett.
	16	John Graham Cox.	11	October 26th, 1889, at 2 P. M.	Bill of Sale dated October 25th, 1889.	Edward B. Marion, of Victoria, B. C., Ship Chandler.
	17	John Graham Cox.	11	October 26th, 1889, at 2 P. M.	Bill of Sale dated October 25th, 1889.	William Cox, of Victoria, B. C. Master Mariner.
60	18	John Graham Cox.	11	October 26th, 1889, at 2 P. M.	Bill of Sale dated October 25th, 1889.	Frank W. Adams, of Victoria, B. C. Clerk.

(Exhibits Nos. 11 and 12 U. S.)

	Number of Transactions.	Name of person from whom Title is derived.	Number of Shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and Occupation of Transferee, Mortgagee or other Person acquiring Title or Power.
10	19	John Graham Cox.	10	October 26th, 1889, at 2 p. m.	Bill of Sale dated October 25th, 1889.	Clarence Neilson Cox, of Victoria, B. C. Master Mariner.
	20	Mary Blackett.	5	December 18th, 1890, at 4 p. m.	Bill of Sale dated December 17th, 1890.	William Gordon Stevenson, of Victoria, B. C. Hotel Keeper.
20	21	Mary Blackett.	5	December 18th, 1890, at 4 p. m.	Bill of Sale dated December 17th, 1890.	Mary Jackson, of Victoria, B. C., wife of William R. Jackson.
	22	William Gordon Stevenson.	5	February 25th, 1893, at 10.45 A. M.	Mortgage A, dated February 22nd, 1893, for \$1,250 (Twelve hundred & fifty dollars) and interest at 7% per annum.	Robert Hawley Hall of Victoria, B. C. Manager of Hudson Bay Co.
30	23	Mary Jackson.	5	December 20th, 1894, at 3.15 p. m.	Bill of Sale dated 20th December, 1894.	Victoria Emma Cox, wife of Clarence N. Cox, Victoria, B. C.
	24	Robert Hanley Hall.	5	March 5th, 1896, at 3.55 p. m.	Discharge of Mortgage A. Receipt dated 5th March, 1896.	William G. Stevenson, of Victoria, B. C. Hotel Keeper.
40	25	William G. Stevenson.	5	March 5th, 1896, at 4 p. m.	Bill of Sale dated March 5th, 1896.	Edward Benjamin Marvin, of Victoria, B. C. Merchant.

United States Exhibits.**EXHIBIT No. 11 (U. S.), CLAIM No. 18.**

Agreement dated April 9, 1889, between Edgar Crow Barker and H. Liebes & Co.

This exhibit has already been printed in full at page 1452 of the Record, and by order of the Commissioners on consent of counsel is not again printed.

EXHIBIT No. 12 (U. S.), CLAIM No. 18.**UNITED STATES OF AMERICA****UNITED STATES CIRCUIT COURT.**

CIRCUIT COURT, U. S. MASS. DIST. SS.
To all people to whom these presents shall come, Greeting:

Know ye That at a Circuit Court of the United States, begun and holden at Boston, within and for the

(Exhibit Nos. 17 U. S. and 97.)

Massachusetts District, on the fifteenth day of October, in the year of our Lord one thousand eight hundred and eighty-two.

To wit: on the 1st day of December, A. D. 1882, DANIEL McLEAN, of Boston, in said district, Mariner, born at Sydney, Island of Cape Breton, Nova Scotia, having produced the evidence and taken the oath required by law, was admitted to become a citizen of the said United States according to the Acts of Congress in such case made and provided, all of which appears of record in said court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Boston aforesaid, this 5th day of October, A. D. 1896, and in the one hundred and 21st year of the Independence of the United States of America.

20

BENJ. H. BRADLEE,
Deputy Clerk of the Circuit Court of
the United States for the District
of Massachusetts.

Claim No. 17, "Minnie."

EXHIBIT No. 96 (G. B.), CLAIM No. 17.

Transcript of Registry, schooner "Minnie," dated 30 March 25, 1889.

By order of the Commissioners on consent of counsel, this exhibit is not printed.

EXHIBIT No. 97 (G. B.), CLAIM No. 17.

Certified copy of decree in proceedings in United States District Court in Alaska, in case of United States *vs.* 418 Fur Seal Skins.

40 And afterwards to-wit, on the 28th day of September, 1889, the following further proceedings were had in said cause, and appear of record, which are in words and figures following, to-wit:

At a stated term of the District Court of the United States, in and for the District of Alaska, held at Sitka, in said District, on the 28th day of September, 1889.

Present—Hon. John H. Keatley, District Judge.

50 The United States }
 vs. } No. 203. Decree.
418 Fur Seal Skins. }

This cause came on to be heard on motion of Whit. M. Grant, United States Attorney, and it appearing to the Court that 2 shot guns seized with the 418 fur seal skins had by mistake not been reported and included in the libel of information, leave is granted to amend said libel of information *nunc pro tunc* and include them.

60 And it appearing further that the monition had been issued herein, and the Marshal has returned thereon that he had attached the 418 fur seal skins and two shot-guns, and given due notice as required by law that all persons claiming the same should appear before this Court at ten (10) o'clock A. M., this 28th day of September, 1889, at Sitka, and then and there interpose their claims and

(Exhibits No. 97 and "D.")

make their allegations in that behalf, and at said time and date proclamation was duly made as required by law, and no claim having been interposed, appearance or defense filed, it is therefore ordered that all persons interested in the said 418 fur seal skins and two shot-guns, be adjudged in contumacy and default, and the libel of information adjudged and taken *pro confesso*.

10 And said cause having been submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises, and having filed his findings of fact and conclusions of law herein:

It is therefore ordered, sentenced and decreed by the Court that said 418 fur seal skins and two shot-guns be and the same are, for the reasons set out in the libel of information herein, condemned as forfeited to the use of the United States. And it is further ordered that the Clerk of this Court issue to the Marshal of this District
20 the usual writ of *venditioni exponas* commanding him to cause said 418 fur seal skins to be transferred from his office at Ounalaska to San Francisco, California, and there to sell the same, and that he sell said two shot-guns in this District; that he give at least ten (10) days' notice of the time and place of such sales, and to pay the proceeds into Court, to be disposed of according to law.

The Marshal is ordered to keep a separate and detailed account of all the expenses connected with said property, and where the expense is connected with other like prop-
30 erty he will apportion the same and charge the above property with its share thereof separately, and report the same to this Court with his report of sales.

JOHN H. KEATLEY,
Judge Dist. Court.

(Endorsed)—No. 20.—The United States *vs.* 418 fur seal skins.—Decree.—Filed Sept. 28, 1889.—H. E. Haydon, Clerk.

40 The following portions of the proceedings against 418 Fur Seal Skins were not included in Exhibit No. 97 (G. B.), printed above, and under the rights reserved for that purpose by counsel for the United States, have been specified by them as a separate (U. S.) exhibit to be printed in connection therewith.

SUPPLEMENTAL (U. S.) EXHIBIT "D."

In the District Court. Of the United States of America,
District of Alaska.

50 Of the May term in the year One thousand Eight Hundred and Eighty Nine.

The United States }
vs. } U. S. Revised Statutes—Sec. 1956.
418 fur seal Skins. }

To the Honorable John H. Keatley, Judge of the United States District Court, for the District of Alaska:

The libel of information of Whit. M. Grant, Attorney of the United States for the District of Alaska, who
60 prosecutes on behalf of the United States, and being present in Court in his proper person, in the name and on behalf of the said United States against the 418 fur seal skins, and against all persons intervening for their interest therein in a cause of forfeiture, alleges and informs as follows:

(Exhibit "D.")

That L. G. Shepard an agent of the Treasury Department of the United States on duty in the waters of the District of Alaska, heretofore and on or about the 15th day of July, in the year of our Lord, One thousand eight hundred and eighty-nine, at or near Lat. N. 55.11, Longitude 165.55 W. in Behring Sea and within the District of Alaska, and within the jurisdiction of this Court, on
 10 waters navigable from the sea by vessels of ten (10) or more tons burden, seized the 418 fur seal skins, being the property of some person or persons to the said Attorney unknown, on board the American schooner "Minnie,"

as forfeited to the United States for the following among other causes:

That the said vessel is owned by a citizen or citizens of British Columbia, and had on board the fur seal skins aforesaid, said seals having been taken by the crew of
 20 said vessel within the limits of the District of Alaska, and the waters thereof, that the fur seal is naturally a water animal whose winter abode is unknown, that they are timid and are liable to be driven from native haunts by shooting or other unusual noises or disturbances, that they appear in the waters of Behring sea and within the District of Alaska especially about St. Paul and St. Georges Islands, and produce their young and nurse them, and they are nurtured and always return to said Islands and waters as their home, that in the water the sexes cannot be distinguished, and many tons killed are lost, that
 30 their commercial value is confined to those from one to five years old, that their product is of great commercial value, useful and necessary to the comfort and enjoyment of mankind, that seals are naturally defenceless and if permitted to be indiscriminately killed will soon become extinct, and the supply exhausted, and the said Attorney saith, that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of the United States, and of this Honorable Court, and
 40 that by reason thereof, and by force of the Statutes of the United States in such cases made and provided, the aforementioned and described 418 fur seal skins, become and are forfeited to the use of the said United States of America. Wherefore, the said Attorney prays that the usual process and monition of this Honorable Court issue in this behalf, and that all persons interested in the aforementioned fur seal skins may be cited in general and special to answer the premises, and all due proceedings being had, that the said 418 fur seal skins etc.
 50 may, for the causes aforesaid, and others appearing, be condemned to the use of the United States of America, according to the form of the Statutes of the United States, in such cases made and provided.

WHIT. M. GRANT,

U. S. Atty. for District of Alaska.

(Endorsed)—No. 203.—The United States vs. 418 fur seal skins.—Libel of Information.—Filed September 14, 1889.—H. E. Haydon, Clerk.

60 Sept. 14, 1889.

Let the monition issue returnable on the 28th day of Sept., 1889, with one publication in the newspapers.

JNO. H. KEATLEY,
 Judge Dist. Court.

(Exhibit "D" and No. 98.)

And afterwards to wit, on September 28, 1889, findings of fact and conclusions of law by the Court were filed in said cause, which are in words and figures following, to wit:

In the United States District Court, District of Alaska.
 The United States } No. 203. Findings of fact and con-
 } vs. } clusions of law.
 10 418 fur seal skins. }

This cause having been tried and submitted to the Court on the pleadings and evidence, the Court finds the following facts:

First.—That on July 15th, 1889, and prior thereto, the crew of the British schooner "Minnie" were engaged in killing and did kill fur seals in that portion of Behring sea ceded to the United States by Russia, and within the waters of the District of Alaska in violation of the laws of the United States, and on said date, at Latitude 55.11
 20 North, Longitude 165.56 West, had on board 418 fur seal skins, taken in said waters, and two shot guns used in taking said seals.

Second.—That said 418 fur seal skins and two shot guns were seized for violation of said laws by the Commander of the Revenue Marine vessel "Rush," engaged in the Revenue Marine Service of the United States, by order of the President of the United States and by authority of the Secretary of the Treasury.

Third.—That said property, when so seized, was delivered by said officer to the United States Marshal for the
 30 District of Alaska, and it is now in his custody and within the jurisdiction of this Court.

Fourth.—That fur seals are water animals that appear annually in the waters of Alaska, and especially about St. Paul and St. George Ids. in Behring sea, and on said islands produce and nurture their young, and make said islands their home, but disappear in the winter.

That they are usually killed by marauding vessels by shooting in the water where the sexes cannot be distin-
 40 guished, and many thus killed are lost, and, being timid and defenceless, are easily frightened by such unusual noises and disturbance, and are liable to be thus driven and kept away from their native haunts and the supply exhausted, and they become extinct by indiscriminate shooting and killing.

Their value is confined to those from one to five years old, and their product is of great commercial value, useful and necessary to the comfort and enjoyment of mankind.

As a conclusion of law the Court finds that the 418 fur
 50 seal skins and 2 shot guns become and are forfeited to the use of the United States, and the plaintiff is entitled to a decree declaring the same accordingly.

September 28, 1889.

JOHN M. KEATLEY,
 Judge District Court.

(Endorsed)—No. 203.—The United States vs. 418 fur seal skins.—Findings of fact and conclusions of law by the Court.—Filed September 28, 1889.—H. E. Haydon, Clerk.

60

Claim No. 19—"Ariel."

EXHIBIT No 98 (G.B.), CLAIM No. 19.

Transcript of Registry—Schooner "Ariel" now "Ada," dated April 2, 1891.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

(Exhibit No. 99.)

Claim No. 14, "Pathfinder."**EXHIBIT No. 99 (G. B.), CLAIM No. 14.****TRANSCRIPT OF REGISTRAR FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

10	Official Number of Ship. 75,908.	Name of Ship. Pathfinder.	No., Date and Port of Registry. No. 1 of 1886. Victoria, B. C.			
No., Date and Port of previous Registry (if any). No. 17. 17th May, 1880. Port of Halifax, N. S.						
	Whether British or Foreign built.	Whether a Sailing or steam ship; and if a steam ship, how pro- pelled.	Where Built.	When Built.	Name and Address of Builders.	
20	British.	Sailing.	Kingston, Kent, N. B.	May 24th, 1879.		
30	Number of Decks.....One. Number of Masts.....Two. Rigged.....Schooner. Stern.....Square. Built.....Carvel. Galleries.....None. Head.....Scrawl. Framework.....Wood.		Length from fore part of stem, under bowsprit, to the aft side of the head of the stern post.... Main breadth to outside of plank..... Depth in hold from tonnage deck to ceiling at midships..... Depth in hold from upper deck to ceiling at mid- ships, in the case of three decks and upwards. Length of engine room, if any.....			Feet. Tenths. 65 7 21 9 8 4

PARTICULARS OF TONNAGE.

	Gross Tonnage.	No. of Tons.	Deductions allowed.	No. of Tons.
	Under Tonnage Deck	66.02	On account of space required for propelling power	
	Closed-in spaces above the Tonnage Deck, if any		On account of spaces occupied by Seamen or Apprentices and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew	
40	Space or spaces between decks		These spaces are the following, viz.:	
	Popo.		Trunk	3.86
	Forecastle			
	Round House			
	Other closed-in spaces, if any, as follows:			
	Trunk	3.86		
	Gross Tonnage	69.88		
	Deductions as per Contra	3.86		
	Registered Tonnage	66.02	Total deductions	3.86

Names, Residences, and Description of the
Owners, and Number of Sixty-fourth
shares held by each,

50

WILLIAM MUNSA,
of Victoria, B. C.,
Grocer,
Sixty-four shares.

Name changed by order in council dated
28th April, 1890, changing the name
from Pathfinder to Pioneer in accordance
with the requirements of the
21st section of Chapter 73 of the
Revised Statutes of Canada.

Dated 5th January, 1886.

Registrar W. HAMLEY.

60

(Exhibit No. 99.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

Number of Transactions.	Name of Person from whom Title is derived.	Number of shares affected.	Date of Registry.	Nature and date of Transaction.	Name, Residence and Occupation of Transferee, Mortgagee, or other Person acquiring Title or Power.
10					
1	William Munsie.	16	12 January, 1886, 10.30 A. M.	Bill of Sale dated 18th December, 1885.	Frederick Carne, Jr., Victoria, B. C. Grocer.
2	William Munsie.	32	12 January, 1886, at 10.35 A. M.	Bill of Sale dated 18th December, 1885.	William Munsie and Frederick Carne, Jr., joint owners, both of Victoria, B. C. Grocers.
20					
3	William Munsie and Frederick Carne, Jr., joint owners.	16	12 January, 1886, at 10.40 A. M.	Mortgage A, dated 18th December, for \$1,107, eleven hundred and seven dollars.	Andrew J. Bechtel, of Victoria, B. C. Hotel Proprietor.
4	William Munsie and Frederick Carne, Jr., joint owners.	16	12 January, 1886, 10.40 A. M.	Mortgage B, dated 18th Dec., 1885, for \$1,107, Eleven hundred and seven dollars.	Myre N. Bechtel, of Victoria, B. C. Hotel Proprietor.
30					
5	Myre N. Bechtel.	16	November 4th, 1890, at 4 P. M.	Discharge of Mortgage B, for \$1,107 (Eleven hundred and seven dollars). Receipt dated 4th day of November, 1890.	William Munsie and Frederick Carne, Jr., merchants, Victoria, B. C. joint owners.
40					
6	William Munsie, Frederick Carne, Jr.	8	November 4th, 1890, 4 P. M.	Bill of Sale, dated 4th day of November, 1890.	Wentworth E. Baker, of Victoria, B. C. Master Mariner.
7	William Munsie, Frederick Carne, Jr.		November 4th, 1890, at 4 P. M.	Bill of Sale dated the 4th day of November, 1890.	Arthur E. Morgan, of Victoria, B. C. Master Mariner.
50					
8	Andrew J. Bechtel.	16	May 8th, 1893, at 2 P. M.	Discharge of Mortgage A for \$1,107. Receipt dated 21st April, 1893.	William Munsie and Frederick Carne, Jr., Victoria, B. C. Merchants. Joint owners.
9	William Munsie.	16	23 October, 1893, at 3.50 P. M.	Bill of sale dated 6 of October, 1893.	George J. W. Brown, Victoria, B. C. Farmer.
60					
10	Frederick Carne, Jr.	16	23 October, 1893, at 3.15 P. M.	Bill of sale dated 6th October, 1893.	
11	William Munsie, Frederick Carne, Jr., joint owners.	16	23rd October, 1893, at 3.15 P. M.	Bill of sale dated 6th October, 1893.	

(Exhibits Nos. 100 and (U. S.) 13 and 14.)

	Number of Transactions.	Name of Person from whom Title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and Occupation of Transferee, Mortgagee, or other Person acquiring Title or Power.
10	12	Wentworth E. Baker.	8	23rd October, 1893, at 3.50 p. m.	Bill of sale dated 6th October, 1893.	
	13	Arthur E. Morgan.	8	23rd October, 1893, at 3.50 p. m.	Arthur E. Morgan dies on or about the 9th day of February, 1891. William Munsie appointed administrator of his estate and effects by order of the Supreme Court of British Columbia.	William Munsie, of Victoria, B. C. Merchant.
20						
	14	William Munsie.	8	23rd October, 1893.	Bill of sale dated 6th October, 1893.	George J. W. Brown, Victoria, B. C. Farmer.
	15	George J. W. Brown.	64	23rd October, 1893, at 4 p. m.	Bill of sale dated 23rd October, 1893.	Wentworth E. Baker, of Victoria, B. C. Master Mariner.
30						

Claim No. 19, "Ariel" (Continued).**EXHIBIT No. 100 (G. B.), CLAIM No. 19.**

Memorandum book for 1889 belonging to S. W. Buckman.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

40

Claim No. 14, "Pathfinder" (Continued).**United States Exhibits.****EXHIBIT No. 13 (U. S.), Claim No. 14.**

Twenty receipts for wages due to officers, hunters and crew of schooner "Pathfinder," season of 1889, all dated August 31, 1889, except the captain's, which is dated September 3, 1889.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

50

EXHIBIT No. 14 (U. S.) CLAIM No. 14.

**MORTGAGE TO SECURE PRINCIPAL SUM AND INTEREST SHIP
"PATHFINDER."**

(The description of the vessel, appearing here, is the same as given in Exhibit No. 99 (G. B.) printed above, and by consent of counsel is omitted.)

60

We the undersigned "Grocers" of the City of Victoria, Province of British Columbia, Frederick Carne, Jr., and William Munsie, in consideration of Eleven Hundred and Seven dollars this day lent to us by Andrew J. Bechtal, hotel proprietor, of Victoria, British Columbia, do hereby for ourselves and our heirs covenant with the said Andrew

(Exhibits Nos. 14 and 15, U. S.)

J. Bechtal firstly: That we or our heirs, executors or administrators, will pay to the said Andrew J. Bechtal the said sum of Eleven Hundred and Seven dollars ("together with interest thereon at the rate of," stricken out) without interest ("per annum on the day of," stricken out) on demand ("next; and secondly, that if the said principal sum is not paid on the said day or
 10 heirs, executors or administrators, will, during such time as the same or any part thereof shall remain unpaid, pay to the said interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of per cent. per annum, by equal half yearly payments on the day of and day of in every year; and for better securing to," stricken out) the said Andrew J. Bechtal the repayment in manner aforesaid of the said principal sum ("and interest," stricken out) we hereby mort-
 20 gage to the said Andrew J. Bechtal sixteen shares, of which we are the owners in the ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances. We declare that this Mortgage is made on condition that the Power of Sale which by the Merchant Shipping Act, 1854, is vested in the said Andrew J. Bechtal ("shall not be exercised until the said day of "stricken out). Lastly, we for ourselves and
 our heirs covenant with the said Andrew J. Bechtal and his assigns that we have power to mortgage in manner
 30 aforesaid the above mentioned shares, and that the same are free from incumbrances whatsoever and wheresoever.
 In witness whereof we have hereunto subscribed our names and affixed our seal this Eighteenth day of December, one thousand eight hundred and Eighty-five.

WM. MUNSIE. [SEAL.]

FRED'K. CARNE, JR. [SEAL.]

Executed by the above named Frederick Carne, Jr.
 & William Munsie,

in the presence of WM. J. PENDROY

40 Registered at the Port of Victoria, B. C.
 12th January, 1886 Folio 51. Book B.
 W. HAMLEY.

(Endorsed).—Registered At the Port of Victoria, B. C. May 8th, 1893. At 2 P. M. Folio 149 Book B. A. R. Milne Registrar

Received, the sum of Eleven Hundred and Seven Dollars with interest in discharge of the within written security. Dated at Victoria B. C. The 21st day of April, 1893.

A. J. BECHTAL [SEAL.]

50 Witness F. A. GOWEN
 Of Victoria, B. C.

EXHIBIT No. 15 (U. S.), CLAIM No. 14.

MORTGAGE, TO SECURE PRINCIPAL SUM AND INTEREST SHIP
 "PATHFINDER."

(The description of the vessel appearing here is the same as given in Exhibit No. 99 (G. B.), printed above, and by consent of counsel is omitted).

60 We, the undersigned "Grocers" of the City of Victoria, Province of British Columbia, Frederick Carne, Jr., and William Munsie, in consideration of Eleven Hundred and Seven dollars this day lent to us by Myre N. Bechtal, Hotel Proprietor of Victoria, British Columbia, do hereby for ourselves and our heirs covenant with the said Myre

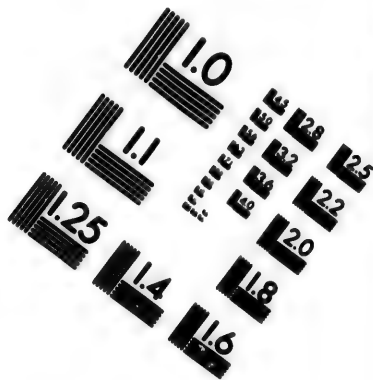
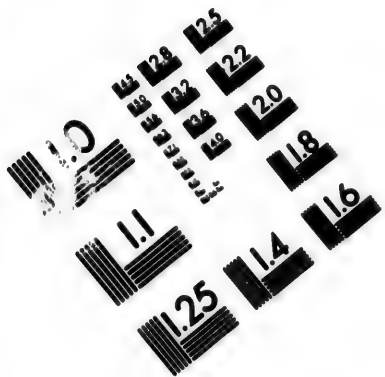
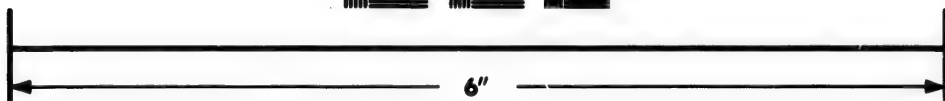
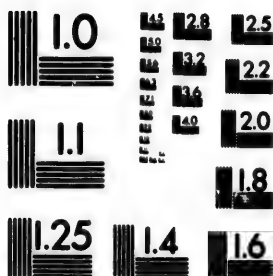


IMAGE EVALUATION TEST TARGET (MT-3)



Photographic Sciences Corporation

**23 WEST MAIN STREET
WEBSTER, N.Y. 14580
(716) 872-4503**

(Exhibit No. 15, U. S.)

N. Bechtal, firstly: That we or our heirs, executors or administrators, will pay to the said Myre N. Bechtal the said sum of Eleven Hundred and Seven dollars ("together with interest thereon at the rate of " stricken out) without interest ("per annum on the day of," stricken out), on demand ("next; and secondly, that if the said principal sum is not paid on the said day, or
 10 heirs, executors or administrators, will, during such time as the same or any part thereof shall remain unpaid, pay to the said interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of per cent. per annum, by equal half yearly payments on the day of and day of in every year; and for better securing to," stricken out), the said Myre N. Bechtal the repayment in manner aforesaid of the said principal sum ("and interest," stricken out), we hereby mortgage to
 20 the said Myre N. Bechtal Sixteen shares, of which we are the owners, in the ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances. We declare that this Mortgage is made on condition that the Power of Sale which by the Merchant Shipping Act, 1854, is vested in the said Myre N. Bechtal ("shall not be exercised until the said day of," stricken out). Lastly, we for ourselves and our heirs covenant with the said Myre N. Bechtal and assigns that we have
 30 power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from incumbrances whatsoever and wheresoever.

In witness whereof we have hereunto subscribed our name and affixed our seal this Eighteenth day December one thousand eight hundred and Eighty five.

WM. MUNSIE, [SEAL.]
 FRED. K. CARNE, JR., [SEAL.]

Executed by the above named
 Frederick Carne, Jr. & Wil-
 40 liam Munsie in the presence
 of—

WM. J. PENDROY.

Registered at the Port of Victoria, B. C., 12th January, 1886. Folio 51. Book B.

W. H. UMLEY.

(Endorsement)—In consideration of the sum of One Thousand Dollars (\$1,000.00) being the whole of the principal sum due upon the within Mortgage, the receipt and payment of which I hereby acknowledge
 50 I, the Administrator of the personal estate of the within Mortgagee, do hereby release and discharge the within named vessel "Pathfinder" and the Mortgagors herein, namely Frederick Carne, Junior and William Munsie, from all claims and demands in respect of the principal sum within mentioned, and hereunder due.—Dated the 4th day of November, A. D. 1890.—Geo. W. Haynes [seal].—Administrator of the estate and effects of Michael Nehemiah Bechtel, deceased, (and in the within Mortgage called Myre N. Bechtel), by Letters of Administration dated the
 60 22nd day of October, A. D. 1890.—Witness A. L. Belyea.

Registered at the Port of Victoria, B. C., November 4th, 1890. At 4 P. M. Folio 149. Book B.

A. R. MILNE,
 Registrar.

(Exhibit No. 16, U. S.)

EXHIBIT No. 16 (U. S.) CLAIM No. 14.

Certified copies of Libel, Amended Libel and Decree in proceedings in United States District Court in Alaska in case of United States vs. 853 Fur Seal Skins.

In the District Court of the United States of America,
District of Alaska.

10 Of the May term in the year one thousand eight hundred and eighty-nine:

The United States	}	No. 204. U. S. Revised Statutes, Sec. 1956.
vs.		
853 Fur Seal Skins, 4 Rifles and 8 shot Guns.		

To the Honorable John H. Keatley, Judge of the United States District Court for the District of Alaska:

The libel of information of Whit M. Grant, Attorney
20 of the United States for the District of Alaska, who prosecutes on behalf of the United States, and being present in Court in his proper person, in the name and on behalf of the said United States against the 853 fur seal skins, and against all persons intervening for their interest therein in a case of forfeiture, a leges and informs as follows:

That L. G. Shepard, an agent of the Treasury Department of the United States on duty in the waters of the District of Alaska, heretofore and on or about the 29th day of July in the year of our Lord one thousand eight
30 hundred and eighty-nine, at or near Latitude 57.24 N. Longitude 177.55 W. in Behring Sea and within the District of Alaska, and within the jurisdiction of this Court, on waters navigable from the sea by vessels of ten (10) or more tons burden, seized the 853 fur seal skins, 4 rifles and 8 shot guns, being the property of some person or persons to the said attorney unknown, as forfeited to the United States for the following among other causes:

That the said vessel is owned by a citizen or citizens of British Columbia and had on board the fur seal skins
40 aforesaid, said seal having been taken by the crew of the said vessel within the limits of the District of Alaska, and the waters thereof, that the fur seal is naturally a water animal whose winter abode is unknown, that they are timid and liable to be driven from their native haunts by shooting and other unusual noises or disturbances, that they appear in the waters of Behring Sea and within the District of Alaska, and especially about St. Paul and St. George Islands and produce their young and nurse them, and they are nurtured on and always return to said Islands
50 and waters as their home, that in the water the sexes can not be distinguished, and many killed in the water are lost, that their commercial value is confined to those from one to five years old, that their product is of great commercial value, useful and necessary to the comfort and enjoyment of mankind, that seals are naturally defenseless and if permitted to be indiscriminately killed will soon become extinct and the supply exhausted, and the said attorney saith, that all and singular the premises are and were true and within the admiralty and maritime jurisdiction
60 of the United States, and of this Honorable Court, and that by reason thereof, and by force of the Statutes of the United States in such cases made and provided, the aforementioned and described 853 fur seal skins and guns become and are forfeited to the use of the United States of America. Wherefore, the said Attorney prays that the

(Exhibit No. 16, U. S.)

usual process and monition of this Honorable Court issue in this behalf, and that all persons interested in the aforementioned fur seal skins may be cited in general and special to answer the premises, and all due proceedings being had, that the said 853 fur seal skins and guns may, for the causes aforesaid, and others appearing be condemned to the use of the United States of America, according to the form of the Statutes of the said United States, in such cases made and provided.

WHIT M. GRANT,
(Endorsed.) United States Attorney for the
District of Alaska.

Sept. 14, 1889.

Let the monition issue returnable on the 28th day of Sept. 1889, with one publication in the newspapers.

(Endorsed)—No. 204.—The United States *vs.* 853 fur seal
skins and Libel of Information.—Filed Sept. 14, 1889.
20 —H. E. Haydon, Clerk.

And afterwards, to-wit, on September 28th, 1889, an amended libel of information was filed in said cause, which is in words and figures following, to-wit:

In the United States District Court. District of Alaska.

The United States	} No. 204. Amended libel of information.
<i>vs.</i>	
853 fur seal skins, 8 shot	}
30 guns and 4 rifles.	

Now comes Whit M. Grant, United States Attorney, by leave of Court first had and obtained and amends the libel of information herein and shows to the Court that in addition to the 853 fur seal skins 8 shot-guns and ten rifles there were also six boxes of ammunition consisting of about 639 brass shells and 480 cartridges, and plaintiff alleges in relation thereto as by said libel of information already alleged and prayed.

WHIT M. GRANT,
40 U. S. Atty. for Plaintiff.

(Endorsed)—No. 204.—The United States *vs.* 853 fur seal
skins. Amended Libel of Information.—Filed Sep-
tember 28, 1889.—H. E. Haydon, Clerk.—Whit. M.
Grant, U. S. Attorney for Plaintiff.

And afterwards, to wit, on September 28th the following further proceedings were had in said cause and appear of record, which are in words and figures following, to wit:

50 At a Stated Term of the District Court of the United States in and for the District of Alaska, held at Sitka, in said District, on the 28th of September, 1889.

Present—Hon. JOHN H. KEATLEY, *District Judge.*

The United States	} No. 204. Decree.
<i>vs.</i>	
853 fur seal skins.	}

This cause came on to be heard on motion of Whit. M. Grant, United States District Attorney, and it appearing to the Court that six boxes of ammunition, containing 639
60 brass shells and 480 cartridges, seized with the 853 fur seal skins, 8 shot guns and 4 rifles, had by mistake not been reported and included in the libel of information *nunc pro tunc* and include the same.

And it appearing further that the monition had been issued herein, and the Marshal has returned thereon that

(Exhibits Nos. 16, 17 U. S., and 101 and 102.)

he had attached the 853 fur seal skins, 8 shot guns and 480 cartridges, and given due notice, as required by law, that all persons claiming the same should appear before this Court, at 10 o'clock, A. M., this 28th day of September, 1889, at Sitka, and then and there interpose their claims and make their allegations in that behalf, and at said time and date proclamation was duly made as required by law, and no claim having been interposed, appearance entered, or defence filed, it is therefore ordered that all persons interested in the said 853 fur seal skins, 8 shot guns, 4 rifles, 639 brass shells, and 480 cartridges, be adjudged in contumacy and default and the libel of information adjudged and taken *pro confesso*.

And said cause having been submitted to the Court upon the pleadings and evidence, and the Court being fully advised in the premises and having filed his findings of fact and conclusions of law herein.

It is, therefore, ordered, sentenced and decreed by the Court that said 853 fur seal skins, 8 shot guns, 4 rifles, 639 brass shells, and 480 cartridges, be and the same are, for the reasons set out in the libel of information herein condemned as forfeited to the use of the United States.

And it is further ordered that the Clerk of this Court issue to the Marshal of this District the usual writ of *venditioni exponas* commanding him to cause said 853 fur seal skins to be transferred from his office at Ounalaska to San Francisco, California, and there sell the same, and that he sell said 8 shot guns, 4 rifles, 639 brass shells and 480 cartridges in this district. That he give at least ten days notice of the time and place of such sales and to pay the proceeds into Court to be disposed of according to law. Said rifles and cartridges not to be sold to Indians.

The Marshal is ordered to keep a separate and detailed account of all the expenses connected with said property, and where the expense is connected with other like property he will apportion the same and charge the above property with its share thereof separately, and report the same to this Court with his report of sales.

JOHN H. KEATLEY,
Judge Dist. Court.

(Endorsed)—No. 204.—The United States *vs.* 853 Fur Seal Skins Decree.—Filed Sept. 28, 1889.—H. E. Haydon, Clerk.

EXHIBIT No. 17 (U. S.), CLAIM No. 14.

Check dated November 7, 1890, payable to Geo. H. Haynes (Estate of N. M. Bechtel), or order signed Wm. Munsie, schooner a/c.

This check is printed in full at page 1648 of the Record.

Claim No. 25, "Wanderer."

EXHIBIT No. 101 (G. B.), CLAIM No. 25.

Transcript of Registry, schooner "Wanderer," July 31, 1872 to February 26, 1896.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

Claim No. 14, "Pathfinder" (continued).

EXHIBIT No. 102 (G. B.), CLAIM No. 14.

Memorandum of sealing venture to schooner "Wanderer" and charterers in 1889.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

(Exhibits Nos. 103, 104, 105, 106, 107 and 108.)

Claim No. 22, "Henrietta."**EXHIBIT No. 103 (G. B.), CLAIM No. 22.**

Transcript of Registry, schooner "Henrietta," March 4, 1891 to November 27, 1895.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

10

EXHIBIT No. 104 (G. B.), CLAIM No. 22.

Agreement dated January 15, 1894, between the Sitka Trading Company, of Sitka, and M. Pinckney, of Victoria, B. C.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

20

EXHIBIT No. 105 (G. B.), CLAIM No. 22.

Agreement dated January 13, 1894, between W. P. Mills, of Sitka, Alaska, and M. Pinckney, of Victoria, B. C.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 106 (G. B.), CLAIM No. 22.

Bill from Sitka Trading Co., at Sitka, Alaska, to Schooner "Henrietta," Capt. M. Pinckney, January 9, 1894.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

EXHIBIT No. 107 (G. B.), CLAIM No. 22.

Bill from W. P. Mills, Sitka, Alaska, to Schooner "Henrietta" or owner, dated January 13, 1894.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

40

EXHIBIT No. 108 (G. B.), CLAIM No. 22.

INVENTORY OF STORES LEFT ON SCHOONER "HENRIETTA," AT SITKA, AFTER SEIZURE IN SEPTEMBER, 1892.

8 boxes of bread, @ \$2 50.....	\$20 00
16 Sacks flour, @ \$1.50.....	24 00
4 bags sugar (400 lbs.), @ 6½¢.....	26 00
50 6 mats rice (300 lbs.), @ 6¢.....	18 00
3 boxes apples (150 lbs.), @ 15¢.....	22 50
½ barrel pork.....	5 00
2 boxes tobacco (20 lbs.), @ 65¢.....	26 00
25 lbs. lard, @ 14¢.....	3 50
2 tubs butter (140 lbs.), @ 35¢.....	49 00
2½ cases coal oil, @ \$3.50.....	8 75
4 Kegs powder (100 lbs.).....	24 00
5 Sides bacon (60 lbs.), @ 15¢.....	9 00
1½ tins matches.....	3 00
60 20 sacks salt (2,000 lbs.).....	15 00
7—7 lbs. table salt, 49 lbs.....	50
3 boxes—25 each cartridges.....	3 00
725 brass cartridges.....	50 75
10 lbs. tea, @ 30¢.....	3 00
1 bag beans.....	2 00

(Exhibit No. 108.)

4 pieces new pipe.....	1 00
12-25 lbs. sacks shot.....	21 00
8 shot guns, @ \$25.00.....	200 00
1 Rifle.....	25 00
1 Patent log line.....	
1 Chronometer.....	
5 doz. 1 lb tin of salmon.....	5 00
10 11 Compasses.....	33 00
1 5-foot cross-cut saw.....	
1 hand saw.....	
1 Buck ".....	
2 Palins.....	
1 Brass set of bits.....	1 50
1 spike shave.....	
3 Boats (2 of them new).....	230 00
1 Ancer light.....	2 50
8 pairs oars.....	14 08
20 1 axe.....	1 25
8 Hanks cotton line.....	8 00
1 suit of sails (the staysail ruined).....	8 00
Charts of Vancouver Island & Harbours.	Returned.
Charts of Queen Charlotte Sound.	
Charts of West Coast of Alaska and Aleutian Islands.	
Chart of Behring Sea.....	
1 hand lead.....	90
7 skinning knives.....	2 10
30 1 Boom tackle (complete).....	8 00
2 Gaff Peak Downhaul.....	1 80
1 Watch tackle fall.....	1 44
1 Brass Cannon.....	
1 Medicine Chest (medicines used).....	10 00
8 water casks.....	20 00
1 Full set running gear damaged to extent of..	80 00
30 fathoms of rope (30 lbs.).....	5 40
40 " 4 Manilaa warp.....	8 10
1 Main top Stay-sail Halliards.....	2 70

40

\$1,093 77

Cr.

2 Boxes of bread of no value.....	
5 bags flour damaged " ".....	
2 mats rice.....	6 00
2½ kegs powder.....	18 32
17 sacks salt, 1,700 lbs., @.....	12 75
1 bag beans.....	2 00
6-25 lb. bags shot.....	10 50
50 5 Compasses.....	15 00
3 boats—practically ruined.....	
5 pairs oars badly damaged.....	
7 water casks.....	17 50
8 guns.....	100 00
1 Rifle.....	

\$182 07

Balance..... 911 70

60 Paid Customs dues clearing from Sitka..... 1 90

\$913 60

(Exhibit No. 109).

EXHIBIT No. 109, G. B. CLAIM No. 22.

Certified Copies of Libel and Judgment Dismissing Libel
in case of United States *vs.* "Henrietta" in United States
District Court in Alaska.

In the District Court of the United States for the District
of Alaska, in Admiralty.

¹⁰ Pleas and proceedings began and had in the District Court
of the United States for the District of Alaska.

The United States

vs.

The schooner "Henrietta," her boats,
tackle, apparel, furniture and cargo.

No. 353.

Libel.

Be it remembered: That at a stated term, to-wit, the
May term of the District Court of the United States, for
the District of Alaska, began and held at Sitka in said Dis-
²⁰ trict on Monday day of May, 1892, and ad-
journd from time to time until September 22, 1892, when
C. S. Johnson, Esq., U. S. Attorney for the District of
Alaska presented and filed, the libel of information in said
cause, which is in words and figures following, to-wit:

In the United States District Court in and for the District
of Alaska.

The United States

vs.

³⁰ The schooner "Henrietta," her boats,
tackle, apparel, furniture and cargo.

Libel.

Of the May term of said court in the year one thousand
eight hundred and ninety-two.

To the Honorable Warren Truitt, Judge of said District
Court: The libel of Information of C. S. Johnson, Attor-
ney of the United States for the District of Alaska, who
prosecutes on behalf of the United States, and being pres-
ent in Court in his own proper person, in the name, and
on behalf of the United States, against the schooner
⁴⁰ "Henrietta," her boats, tackle, apparel, furniture and
cargo, and against all persons intervening for their interest
therein in a cause of forfeiture, alleges and informs as
follows:

That C. L. Hooper, a captain in the United States Re-
venue Marine Service, duly commissioned by the President
of the United States, and then and there commanding the
United States Revenue Cutter Corwin, on duty in the
waters of Alaska, and only authorized in the premises here-
tofore, on, or about the 6th day of September, 1892,
⁵⁰ in the Port of Dutch Harbor, near Unalaska, within the
District of Alaska, and within the jurisdiction of this
court, on waters navigable from the sea by vessels of ten
or more tons burden, seized the vessel commonly called a
schooner and known as the "Henrietta," her boats, tackle,
apparel, furniture and cargo, and turned the same over to
Collector of Customs for the Port of Sitka, in said District
of Alaska, where the same now are, said vessel, her tackle,
boats, apparel, furniture and cargo, being the property of
some person or persons unknown to said Attorney, as
⁶⁰ forfeited to the United States for the following among
other causes:

1st. That on or about the 28th day of June, 1892, within
the limits of the United States, within the limits of the
Alaska Collection District, and within the waters thereof,
within four leagues of the coast of said District and within

(Exhibit No. 109.)

the Jurisdiction of this Court, to wit: In Tanki Bay, Afognak Island, there was unladen from the British schooner "Kate," a large amount of merchandise consisting of coal, flour, biscuit, potatoes and canned meats, that said schooner "Kate" was from a foreign port, was laden with merchandise and bound for the United States, that on or about said 28th day of June, 1892, said schooner arrived and anchored in said Tanki Bay, in said Collection District of Alaska; said vessel at the time of unloading said merchandise had not come to the proper place for the discharge of her cargo or any part thereof nor had she been authorized by any officer of the Customs of said District to unlade the same, and said unlading was not made necessary by any unavoidable accident, necessity or distress; that all of said merchandise, so unladen, was then and there put and received into said schooner "Henrietta" with the full knowledge and consent of one Mr. Prinkney, who was then and there master of said vessel, and contrary to Sections 2867 and 2868 of the Revised Statutes of the United States.

2nd. And said C. S. Johnson, further alleges and says: that said schooner "Henrietta" is a foreign vessel, owned and registered in the province of Canada; that on the 12th day of March, 1892, said vessel cleared from the foreign port of Victoria, British Columbia, having on board ballast and stores; that on or about the 28th day of June, 1892, said vessel so laden arrived in the waters of the United States from sail foreign Territory, adjacent to the north-western frontier of the United States, to wit: In Tanki Bay, Afognak Island, within the Collection District of Alaska, and within the Jurisdiction of this Court, and anchored in said bay; that at said time one M. Pinkney was the master and in charge of said schooner "Henrietta;" that said master did not report to or at the office of any collector or deputy collector of customs for said District, nor did he obtain or recive a special permit from any such officer to proceed further inland or to unlade or take in cargo. Yet said vessel on or about the 28th day of June, 1892, within said Tanki Bay, within the collection District of Alaska, within the waters of the United States and within the Jurisdiction of this Court, did unlade a part of her cargo, to-wit: About one hundred and fifty fur seal skins, and did transfer said seal skins to the British schooner "Kate," and did then and there take in from said schooner "Kate" a large amount of merchandise consisting of coal, flour, biscuits, potatoes and canned meats, all contrary to the provisions of Section 3109 of the Revised Statutes of the United States, in such case made and provided.

And the said attorney saith that all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and this Honorable Court, and that by reason thereof and by force of the statutes in such case made and provided, the aforementioned vessel, her boats, tackle, apparel, furniture and cargo, and all things found upon and appertaining to her, become and are forfeited to the use of the United States of America.

Wherefore, the said attorney prays that the usual process and monition of this Honorable Court issue in this behalf and that all persons interested in the aforementioned vessel and cargo be cited in general and special to answer the premises, and all due proceedings being had that the said vessel, her boats, tackle, apparel, furniture and cargo,

(Exhibits Nos. 109 and 18 U. S.)

and all things found upon and appertaining to her, may be, for the causes aforesaid, and others appearing, condemned to the use of the United States of America, according to the forms of the statutes of the said United States in such case made and provided.

C. S. JOHNSON,
United States Attorney for the
District of Alaska.

10

(Endorsed)—No. 353.—In the U. S. Dist. Court, Dist. of Alaska.—The United States *vs.* The Schooner "Henrietta."—Libel of information.—Filed, September 22, 1892.—N. R. Peckinpaugh, Clerk.—C. S. Johnson, U. S. Atty.

And afterward, to-wit, on October 9, 1893, the following further proceedings were had and appear of record, in said cause, which are in words and figures following,
to wit:

United States	}	No. 353.
<i>vs.</i>		
Schooner "Henrietta," her cargo, &c.		

Comes now C. S. Johnson, United States Attorney, and moves the Court to dismiss the libel and suit herein and for an order discharging the vessel, her boats, tackle, apparel, furniture and cargo from custody.

And the Court being sufficiently advised upon said motion: It is ordered by the Court that said libel and suit be
30 and the same is hereby dismissed; and it is further ordered by the Court, that the attachment heretofore issued in said cause be and the same is hereby dissolved; and it is further ordered that the United States Marshal be and he is hereby ordered and is directed to discharge and release said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo from custody.

United States Exhibit.

40

EXHIBIT No. 18 (U. S.), CLAIM No. 22.

Transcript of Record and Proceedings in United States District Court in Alaska in case of United States *vs.* "Henrietta," a portion of which appears as Exhibit No. 109 (G. B.), printed above.

And afterwards to-wit, on September 22, 1892, the following further proceedings were had in said cause and appear of record, which were in words and figures following, to-wit:

United States	}	No. 353.
<i>vs.</i>		
Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.		

Now, on this 22nd day of September 1892, comes C. S. Johnson, United States District Attorney, and files a libel of information against the Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, and
60 against all persons intervening for their interest therein in a cause of forfeiture for violation of Sections 2867, 2868 and 3109 of the Revised Statutes of the United States.

It is therefore ordered that the Clerk of this Court issue the usual process and monition, and a writ of attachment

(Exhibit No. 18 U. S.)

directed to the Marshal of said District, returnable on Tuesday the 18th day of October, 1892, at ten o'clock A. M., directing and commanding him to make seizure and take into his possession the said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.

It is further ordered by the Court that Orville T. Porter, United States Marshal, cause due notice of said seizure to be made and given and also of the information on file by causing the substance of said information and of the order of the Court setting forth the time and place appointed for trial to be published in the Alaska *Herald*, a newspaper of general circulation printed and published at Sitka, in said District, and post up the same in the most public place for a period of not less than fourteen days.

And that the place and time of trial is hereby fixed at Sitka, in said District, on the 18th day of October, 1892.

Be it further remembered that on the said 22d day of 20 September, 1892, a monition was duly issued in said cause, which is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska.

The United States

vs.

The schooner "Henrietta," her boats, tackle, apparel, furniture and cargo. } No. 353.

30 The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

Whereas a libel of information has been filed in the above District Court, by United States District Attorney C. S. Johnson, on behalf of the United States and against the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo and alleges in substance:

That C. L. Hooper, a captain in the Revenue Marine Service, duly commissioned by the President of the United States, and then and there commanding the United States Revenue Cutter "Corwin," on duty in the waters of 40 Alaska, and duly authorized in the premises heretofore, on or about the 6th day of September, 1892, in the Port of Dutch Harbor, near Unalaska, within the District of Alaska, and within the jurisdiction of this Court, on waters navigable from the sea by vessels of ten or more tons burden, seized the vessel commonly called a schooner and known as the "Henrietta," her boats, tackle, apparel, furniture and cargo, and turned the same over to the Collector of Customs for the Port of Sitka in said District of 50 Alaska, where the same now are, said vessel, her boats, tackle, apparel, furniture and cargo being the property of some person or persons unknown to said Attorney, as forfeited to the United States for the following, among other causes:

1st. That on or about the 28th day of June 1892, within the limits of the United States, within the limits of the Alaska Collection District, and within the waters thereof, within four leagues of the coast of said District and within the jurisdiction of this Court, to wit: In Touki Bay, Afognak Island there was unladen from the British Schooner 60 "Kate" a large amount of merchandise consisting of coal, flour, biscuit, potatoes, and canned meats. That said schooner "Kate" was from a foreign port, was laden with merchandise, and bound for the United States; that on or about said 28th day of June 1892, said schooner arrived

(Exhibit No. 18 U. S.)

and anchored in said Touki Bay, in said Collection District of Alaska. Said vessel at the time of unlading said merchandise had not come to the proper place for the discharge of her cargo, or any part thereof, nor had she been authorized by any officer of the customs of said District to unlade the same, and said unlading was not made necessary by any unavoidable accident, necessity or distress.

10 That all of said merchandise so unladed was then and there put and received into said schooner "Henrietta," with the full knowledge and consent of one M. Pinkney, who was then and there master of said vessel, and contrary to sections 2867 and 2868 of the Revised Statutes of the United States.

2d. That said schooner "Henrietta," is a foreign vessel owned and registered in the Province of Canada. That on the 12th day of March, 1892, said vessel cleared from the foreign port of Victoria, British Columbia, having on

20 board ballast and stores. That on or about the 28th day of June, 1892, said vessel so laden arrived in the waters of the United States from said foreign Territory, adjacent to the northwestern frontier of the United States, to wit: In Touki Bay, Afognak Island, within the collection district of Alaska and within the jurisdiction of this Court, and anchored in said bay. That at said time one M. Pinkney was the master and in charge of said schooner "Henrietta." That said Master did not report to or at the office of any Collector or deputy Collector of Customs for

30 said District, nor did he obtain or receive a special permit for any such officer to proceed further inland or to unlade or take in cargo.

That said vessel on or about the 28th day of June 1892, within said Touki Bay, within the collection district of Alaska, within the waters of the United States, and within the jurisdiction of this Court, did unlade a part of her cargo, to wit, about one hundred and fifty fur seal skins, and did transfer said seal skins to the British schooner "Kate," and did then and there take in from said schooner

40 "Kate" a large amount of merchandise, consisting of coal, flour, biscuits, potatoes and canned meats, all contrary to the provisions of Section 3109 of the Revised Statutes of the United States. And all of the acts and things complained of in this libel of information as having been done and performed by said vessel and her said master were done and performed with the full knowledge and approval of the master contrary to the Statutes of the United States in such cases made and provided in violation of the custom and revenue laws of the United States.

50 Now on this 22d day of September, 1892, comes C. S. Johnson, United States District Attorney, and files a libel of information against the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, and against all persons intervening for their interest therein in a cause of forfeiture for violation of Sections 2867, 2868 and 3109 of the Revised Statutes of the United States.

It is therefore ordered that the Clerk of this Court issue the usual process and monition and a writ of attachment directed to the Marshal of said District, returnable on Tuesday the 18th day of October, 1892, at 10 o'clock A. M., directing and commanding him to make seizure and take into his possession the said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.

It is further ordered by the Court that Orville T. Porter, United States Marshal, cause due notice of said seizure to

(Exhibit No. 18 U. S.)

be made and given, and also of the information on file, by causing the substance of said information and of the order of the Court thereon setting forth the time and place appointed for the trial to be published in the *Alaska Herald*, a newspaper of general circulation printed and published at Sitka in said District, and to post up the same in the most public place for a period of fourteen days, and that to the time and place of trial is hereby fixed at the City of Sitka on the 18th day of October, 1892.

You are therefore hereby commanded to attach the said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, to detain the same in your custody until the further order of the Court respecting the same, and give notice to all persons claiming the same or knowing or having anything to say, why the same should not be condemned and sold pursuant to the prayer of said libel of information, that they be and appear before said Court, to be held in and for the District of Alaska, at Sitka, on the 18th day of October, 1892, at ten o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and make their obligations in that behalf, and what you shall have done in the premises, do you then and there make return thereof together with this writ.

Witness the Honorable Warren Truitt, Judge of said Court, and the seal thereof affixed at the city of Sitka, in the District of Alaska, this the 22nd day of September, 1892, and of the independence of the United States the one hundred and seventeenth.

N. R. PECKINPAUGH,
Clerk.

(Endorsed)—No. 353.—U. S. Dist. Court.—Dist. of Alaska.
—United States *vs.* Schooner "Henrietta" *et al.*—
Monition.—Returned and filed October 18, 1892.—N.
R. Peckinpugh, Clerk.

40 MARSHAL'S NOTICE OF SEIZURE.

In the District Court of the United States for the District of Alaska.

Whereas a libel of information has been filed in the above District Court, by United States District Attorney C. S. Johnson, on behalf of the United States against the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo and alleges in substance:

That C. L. Hooper, a captain in the Revenue Marine Service, duly commissioned by the President of the United States, and then and there commanding the United States Revenue Cutter "Corwin," on duty in the waters of Alaska, and duly authorized in the premises heretofore, on or about the 6th day of September, 1892, in the Port of Dutch Harbor, near Unalaska, within the District of Alaska, and within the jurisdiction of this Court, on waters navigable from the sea by vessels of ten or more tons burden, seized the vessel commonly called a schooner and known as the "Henrietta," her boats, tackle, apparel, furniture and cargo, and turned the same over to the Collector of Customs for the Port of Sitka in said District of Alaska, where the same now are, said vessel, her boats, tackle, apparel, furniture and cargo being the property of some person or persons unknown to said Attorney, as forfeited to the United States for the following, among other causes:

(Exhibit No. 18 U. S.)

1st. That on or about the 28th day of June, 1892, within the limits of the United States, within the limits of the Alaska Collection District, and within the waters thereof, within four leagues of the coast of said District and within the jurisdiction of this Court, to-wit: In Touki Bay, Afognak Island, there was unladen from the British Schooner "Kate" a large amount of merchandize consisting of coal, flour, biscuit, potatoes, and canned meats.

That said schooner "Kate" was from a foreign port, was laden with merchandise, and bound for the United States, that on or about said 28th day of June, 1892, said schooner arrived and anchored in said Touki Bay, in said Collection District of Alaska. Said vessel at the time of unloading said merchandise had not come to the proper place for the discharge of her cargo, or any part thereof, nor had she been authorized by any officer of the customs of said District to unlade the same, and said unloading was not made necessary by any unavoidable accident, necessity or distress. That all of said merchandise so unladen was then and there put and received into said schooner "Henrietta" with the full knowledge and consent of one M. Pinkney, who was then and there master of said vessel, and contrary to sections 2867 and 2868 of the Revised Statutes of the United States.

2nd. That said schooner "Henrietta" is a foreign vessel, owned and registered in the Province of Canada. That on the 12th day of March, 1892, said vessel cleared from the foreign port of Victoria, British Columbia, having on board ballast and stores. That on or about the 28th day of June, 1892, said vessel so laden arrived in the waters of the United States from said foreign territory, adjacent to the northwestern frontier of the United States, to-wit: In Touki Bay, Afognak Island, within the collection district of Alaska and within the jurisdiction of this Court, and anchored in said bay. That at said time one M. Pinkney was the master and in charge of said schooner "Henrietta." That said master did not report to or at the office of any Collector or Deputy Collector of Customs for said District, nor did he obtain or receive a special permit for any such officer to proceed further inland or to unlade or take in cargo.

That said vessel, on or about the 28th day of June, 1892, within said Touki Bay, within the collection district of Alaska, within the waters of the United States, and within the jurisdiction of this Court, did unlade a part of her cargo, to-wit: About one hundred and fifty fur seal skins, and did transfer said seal skins to the British schooner "Kate," and did then and there take in from said schooner "Kate" a large amount of merchandise, consisting of coal, flour, biscuits, potatoes and canned meats, all contrary to the provisions of Section 3109 of the Revised Statutes of the United States. And all of the acts and things complained of in this libel of information as having been done and performed by said vessel and her master were done and performed with the full knowledge and approval of the master contrary to the Statutes of the United States, in such cases made and provided in violation of the custom and revenue laws of the United States.

Now, on this 22nd day of September, 1892, comes C. S. Johnson, United States District Attorney, and files a libel of information against the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, and against all persons intervening for their interest therein in a cause of forfeiture for violation of Sections 2867, 2868 and 3109 of the Revised Statutes of the United States.

(Exhibit No. 18 U. S.)

It is therefore ordered that the Clerk of this Court issue the usual process and monition and a writ of attachment directed to the Marshal of said District, returnable on Tuesday the 18th day of October, 1892, at 10 o'clock A. M., directing and commanding him to make seizure and take into his possession the said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.

10 It is further ordered by the Court that Orville T. Porter, United States Marshal, cause due notice of said seizure to be made and given, and also of the information on file, by causing the substance of said information, and of the order of the Court thereon setting forth the time and place appointed for the trial to be published in the "Alaskan Herald," a newspaper of general circulation, printed and published at Sitka, in said District, and to post up the same in the most public place for a period of fourteen days, and that the time and place of trial is
20 hereby fixed at the city of Sitka on the 18th day of October, 1892.

Now, therefore, in pursuance of this monition issued under the seal of said Court, to me directed and delivered and in accordance with the order of said Court, I do hereby give public notice to all persons claiming the said schooner "Henrietta," boats, tackle, apparel, furniture and cargo, or in any manner interested therein, that they be and appear before the said District Court at Sitka, on the 18th day of October, 1892, at the hour of ten o'clock
30 in the forenoon of said day, then and there to interpose their claims and make their allegations in that behalf.

ORVILLE T. PORTER,
U. S. Marshal.

Dated this 23d day of September, 1892

RETURN OF MONITION.

United States, District of Alaska, ss.

Be it remembered that in obedience to the annexed monition, I have attached the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, and now hold
40 the same in my possession, subject to the order of this Honorable Court.

And in obedience to the order of the Court, made and entered in said cause, I gave due notice of the pendency of said libel of information by publication of the within notice of seizure for fourteen days in the *Alaskan Herald*, a newspaper of general circulation printed and published at Sitka, in said district, and by posting up the same in front of the Custom House at Sitka, in said district, for the same period, a copy of said notice is hereto
50 attached and made a part of this return, and I herewith return this writ duly executed.

ORVILLE T. PORTER,
United States Marshal,
District of Alaska.

SITKA, ALASKA, October 18, 1892.

And on the same date, September 22, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-
60 wit:

United States	}	No. 353.
vs.		
Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.		

It is ordered by the Court that R. C. Rogers, Esq., be and he is hereby appointed a Commissioner to take the testi-

(Exhibit No. 18 U. S.)

mony on part of the libellant at Sitka, Alaska, commencing on the 26th of September, 1892, and likewise at such time and place to take such testimony on behalf of the claimants as they may produce.

And afterwards to-wit, on September 23, 1892, the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:

United States	}	No. 353.
<i>vs.</i>		
Schooner "Henrietta," her tackle, apparel, furniture and cargo.		

Comes now Messrs. Hughes, Hastings and Stedman, proctors for claimant, and moves the Court for leave to file the claim of intervention of M. Pinckney, intervening for the owner of the schooner "Henrietta," her tackle, apparel, furniture and cargo.

Said motion having been by the Court considered, it is ordered that leave be granted to file said claim.

In the District Court of the United States for the District of Alaska.

United States	}	No. 353.
<i>vs.</i>		
Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.		Appointment of Proctor.

I, the undersigned, master of the schooner "Henrietta," seized in this action, hereby appoint H. H. A. Hastings my proctor to represent me and the owner of the said schooner and cargo in this proceeding.

HUGHES HASTINGS & STEDMAN,
Proctors.

Dated, Sept. 22, 1892.

M. PINCKNEY,
Master Schr. "Henrietta."

To C. S. JOHNSON,

U. S. District Atty. for District of Alaska.

You will please take notice that Hughes, Hastings & Stedman and H. H. A. Hastings hereby enter their appointment in this action as proctors for the master thereof, M. Pinckney and Chas. Spring, her managing owner.

Dated, Sitka, Alaska, Sept. 23, 1892.

HUGHES, HASTINGS & STEDMAN,
Proctors for M. Pinckney and Chas. Spring.

Due notice of said appearance this day acknowledged.
Sept. 23, 1892. C. S. JOHNSON,
Atty. for Plaintiff.

(Endorsed)—No. 353.—*Re* Henrietta.—Appointment of Proctor.—Filed Sept. 23, 1892.—N. R. Peckinpough, Clerk.

And on the same date, to-wit, on Sept. 23, 1892, a stipulation to take testimony was filed, which is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska.

The United States	}	No. 353.
<i>vs.</i>		
The Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.		Stipulation to take testimony.

Whereas, upon the trial of this cause, the testimony of Capt. C. L. Hooper, commanding the U. S. Steamer

(Exhibit No. 18 U. S.)

"Corwin," and the testimony of a large number of the crew of the schooner "Henrietta" is necessary; and

Whereas, all of said witnesses are non-residents of the District of Alaska, and are about to leave said District, and the bringing of said witnesses back to Sitka in said District, would work great hardship to them, and cause great expense to the plaintiff herein,

- 10 It is hereby stipulated and agreed by and between the parties hereto that Hon. R. C. Rogers, United States Commissioner at Sitka, Alaska, heretofore appointed by the Judge of this Court as a Commissioner to take testimony in this cause, may take the testimony of such witnesses as may be presented by either party at the Court room in said Sitka, beginning on the 24th day of September, 1892, and continuing from day to day until all of such testimony shall have been taken.

That when the taking of said testimony shall have been 20 completed, it, together with any and all exhibits offered in evidence, shall be by said Commissioner returned to the clerk of this Court.

It is further expressly stipulated and agreed that all objections to the manner and form of taking and returning said testimony are hereby waived, but objections to materiality and competency, etc., thereof are not waived.

Dated Sitka, Sept. 24, 1892.

C. S. JOHNSON,

U. S. Atty. for Plaintiff.

- 30 HUGHES, HASTINGS & STEDMAN,
Proctors for Claimants.

(Endorsed)—No. 353.—In U. S. Dist. Cort. Dist. of Alaska.—The United States *vs.* The schooner "Henrietta," etc.—Stipulation to take testimony.—Filed Sept. 23, 1892.—N. R. Peckinpaugh, Clerk.

And on the same date the defendant filed claim of ownership in said cause, which is in words and figures following, to wit:

- 40 In the District Court of the United States for the District of Alaska.

United States

vs.

Schooner Henrietta, her tackle, } Claim of Ownership.
apparel, and furniture and }
cargo. }

To the Honorable Warren Truitt, Judge of the United States District Court for the District of Alaska.

- 50 M. Pinckney, of Victoria, Province of British Columbia, master of the Schooner "Henrietta," seized and held under attachment in the above entitled proceeding, intervening for the interest of Chas. Spring, of Victoria, British Columbia, the managing owner of said schooner "Henrietta," her tackle, boats, apparel, furniture and cargo, and ship supplies, and of himself as said master, and says that said above-named Chas. Spring is the true managing owner thereof, and thereupon the said claimant prays a restitution of the same to him and otherwise right and 60 justice to administer in the premises.

M. PINCKNEY,

Master Schr. "Henrietta."

Territory of Alaska, District of Alaska.

M. Pinkney, being duly sworn, deposes and says that he is the master of the schooner "Henrietta," seized in this

(Exhibit No. 18 U. S.)

action; that the matters and things set forth in the foregoing claim are true as he verily believes.

M. PINCKNEY.

Signed, subscribed and sworn to before me this 22d day of Sept., 1892. L. S.

R. C. ROGERS,
U. S. Com'r.

(Endorsed).—No. 353.—United States *vs.* Schooner "Henrietta."—Claim of Ownership.—Filed Sept. 23, 1892.—N. R. Peckinpugh, Clerk.—Hughes, Hastings & Stedman, Proctors for Owner and Claimant.

And afterwards to wit: on September 28, 1892 the defendants filed exceptions to libel of information, which are in words and figures following, to-wit:

In the United States District Court for the District of Alaska. In Admiralty.

20	The United States	} No. 353.
	<i>vs.</i>	
	The Schooner "Henrietta,"	} Exceptions to libel.
	her boats, tackle, apparel, furniture and cargo.	

To the Honorable Warren Truitt, Judge of the District Court for the District of Alaska.

The exceptions of M. Pinkney Master of said schooner "Henrietta" and claimant herein to the libel of the United States, libellant, allege that the said libel is informal and insufficient as follows:

First: That the third paragraph of said libel fails to state a ground for forfeiture under sections 2867 and 2868 of the Revised Statutes in this, that there is no allegation therein that the said unloading and transferring was done for the purpose of defrauding the United States.

Second: That the fourth paragraph of said libel fails to state a ground of forfeiture for the same reason as above stated.

Third: That said libel is insufficient in this that it fails to set forth a bill of particulars of the cargo claimed to be forfeited.

Fourth: That said libel fails to show a cause of action within the jurisdiction of this Court. Respectfully,

HUGHES, HASTINGS, & STEDMAN.

Proctors for Claimant.

(Endorsed).—No. 353.—United States *vs.* Schr. "Henrietta."—Exceptions to libel.—Due service of within exceptions the day.—Acknowledged Sept. 28, 1892.—C. S. Johnson, U. S. Dist. Atty.—Filed Sept. 28, 1892.—N. R. Peckinpugh, Clerk.—Hughes, Hastings & Stedman, for Claimants.

And afterwards to-wit, on September 28, 1892, the following further proceedings were had and appear of record in said cause which are in words and figures following, to-wit:

	United States	} No. 353.
	<i>vs.</i>	
60	Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.	

And now on this 28th day of September, 1892, M. Pinckney, master of said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, appears herein by H. A. Hastings, Esq., his proctor and makes claim for

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said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, on behalf of the owners thereof, and makes application for the appointment of appraisers to appraise said schooner, her boats, tackle, apparel, furniture and cargo.

And thereupon C. S. Johnson Esq., appearing for the United States, and H. H. A. Hastings, Esq., appearing on behalf of said claimant and in open court consenting thereto.

It is hereby ordered by the court that R. W. Beasley, John G. Brady and W. R. Mills, be and they are hereby appointed as appraisers to appraise the said schooner, her boats, tackle, apparel, furniture and cargo, and make return thereof to this Court.

In the United States District Court for the District of Alaska.

United States

20 *vs.* } No. 353.
Schr. "Henrietta," her boats, tackle, apparel, furniture and cargo.

We, the undersigned, having been appointed appraisers by the Honorable Warren Truitt, Judge of the United States District Court for the District of Alaska, to appraise the above named schooner, her boats, tackle, apparel, furniture and cargo, beg leave to report the following:

30 We, the undersigned, having met on the 29th day of September, 1892, have appraised the said schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, as follows:

Schr. "Henrietta," her boats, tackle, apparel and furniture	\$2,200.00
9 Guns	90.00
420 Fur seal skins	4,000.00
	<hr/> \$6,290.00

R. W. BEASLEY,
W. R. MILLS,
JOHN G. BRADY.

40 (Endorsed)—No. 353.—In U. S. Dist. Court., Dist. of Alaska.—United States *vs.* Schooner "Henrietta," tackle, etc.—Oath and report of appraisers —Filed Sept. 29, 1892.—N. R. Peckinpaugh, Clerk.—By A. A. Meyer, Deputy.

In the United States District Court in and for the District of Alaska.

United States

50 *vs.* } No. 353.
Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.

R. W. Beasley, John G. Brady, W. R. Mills, the duly appointed appraisers appointed by the order of this Court in the above entitled cause to appraise the value of the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, being first duly sworn, each for himself, and not one for another says, I will justly and honestly appraise the value of the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo. So help me God.

R. W. BEASLEY.
W. R. MILLS.
JOHN G. BRADY.

Subscribed and sworn to in open Court this 29th day of September, 1892.

N. R. PECKINPAUGH, Clerk.
By A. A. MEYER, Deputy.

[L. S.]

(Exhibit No. 18 U. S.)

And afterwards, to wit, on September 29, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

	United States	} No. 353.
	<i>vs.</i>	
10	Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.	

Come now R. W. Beasley, John G. Brady, W. R. Mills, the appraisers herein, heretofore appointed to appraise the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, and are now duly sworn to discharge their duty as such appraisers.

At a stated term, to wit, the May Term, A. D. 1892, of the District Court of the United States of America, in and for the District of Alaska, held at the Court Room, in the town of Sitka, on Thursday, the 22d day of September, in the year of our Lord one thousand eight hundred and ninety-two.

Present—The Honorable WARREN TRUITT,
Judge U. S. District Court.

	United States	} No. 353.
	<i>vs.</i>	
30	Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo.	

It is ordered by the Court that R. C. Rogers, Esq., be and he is hereby appointed a Commissioner to take the testimony on part of the libellant, at Sitka, Alaska, commencing on the 26th day of September, 1892, and likewise at such time and place to take such testimony on behalf of the claimants as they may produce.

I hereby certify that the foregoing is a full, true and correct copy of the order of the Court entered in the above entitled cause.

Attest my hand and seal of said District Court this 26th day of September, A. D. 1892.

N. R. PECKINPAUGH,
Clerk.

[L. S.]

By
Deputy Clerk.

In the United States Commissioner's Court for the District of Alaska, at Sitka.

United States of America, District of Alaska, ss.

50 The President of the United States of America, to T. J. Hampton, Henry Jacobson, C. Doring, J. Thomson, J. C. West, W. Ebmeire and George V. Makerly, Greeting:

You are hereby commanded to appear before the Commissioner at U. S. Dist. Court Room, of the United States, for the District of Alaska, at Sitka, in said District, on Monday the 26th day of September, A. D., 1892, at 10 o'clock A. M. of that day, to testify as a witness on behalf of the plaintiff in the case of The United States *vs.* Schooner "Henrietta," her tackle, &c.

Hereof fail not. L. S.

Witness my hand and Seal this 23d day of September, A. D., 1892.

R. C. ROGERS,
U. S. Commissioner.

(Exhibit No. 18 U. S.)

United States of America, District of Alaska, ss.

I, Orville T. Porter, United States Marshal for the District of Alaska, do hereby certify and return that the within subpoena came into my hands for service on the 23d day of September, 1892. And that I personally served the same forthwith on each of the within named persons by reading the within to each of them at Sitka, Alaska.

10 ORVILLE T. PORTER,
U. S. Marshal.

By JOHN HANLAN,
Special Dep. U. S. Marshal.

United States Court, District of Alaska.

United States

vs.

Schooner "Henrietta," her } No. 353.
boats, tackle, apparel, furni-
20 ture and cargo.

By virtue of the order hereto annexed and made a part hereto, and by the authority therein given:

Be it remembered, that, I, R. C. Rogers, the Commissioner by said order appointed to take the testimony on the part of the libellant in said above named suit, and likewise such testimony in behalf of the claimants, as they may produce, did cause to come before me, at the Court Room of the said U. S. District Court, at Sitka in District
30 of Alaska, on the 24th day of September 1892, that being the day appointed by said order to commence the taking of said testimony, between the hour of 9 o'clock A. M. and 5 o'clock P. M. of that day, the following persons to-wit: C. L. Hooper, F. J. Hampton, C. Doring, H. Jackson, G. Monhay, J. Thorsen, W. Ebmeier, J. C. West, E. T. Hatch, to be examined as witnesses in the case now pending in U. S. District Court wherein the United States is Plaintiff and the schooner "Henrietta," her tackle, etc.,
40 is Defendant. And not being able to complete the taking of the testimony on that day by reason of the number of said witnesses, and the length of the deposition of each of the same until and inclusive of the 28th day of September 1892 at which latter date the same was concluded.

And the said C. L. HOOPER of lawful age and worn to testify the whole truth, deposeth and saith:

Q. Please state your name and official position. A. C. L. Hooper, Captain of the United States Revenue Cutter "Corwin."

Q. As such officer, state what duty you were doing on
50 the 6th of September, 1892? A. I was in command of the United States revenue Cutter "Corwin" at Onulaska.

Q. On or about that date did you see the schooner "Henrietta"? A. I did.

Q. What, if any, action did you take in reference to the "Henrietta"?

Objected to as unimportant and not the best evidence.

A. I seized her for violation of the U. S. Custom's law.

Q. After seizing the "Henrietta," what did you do with
60 her?

Objected to as immaterial.

A. I put a prize crew on board of her and sent her to Sitka, towing her part of the way, by the "Corwin." Upon her arrival at Sitka, I delivered her to the Collector of Customs, with her cargo and papers and so forth.

(Exhibit No. 18 U. S.)

Q. What was included within the seizure?

A. Objected to as incompetent, and not best evidence.

A. Includes vessel, her tackle, cargo and so forth, and outfit.

Q. At or about the time of the seizure above referred to, did you examine the log book and papers of the "Henrietta"?

10 A. Objected to as immaterial.

A. I did.

Q. Please examine the log book and papers now submitted to you and state whether or not they are the same examined by you at the time of the seizure referred to?

A. Objected to as immaterial, incompetent; no proper identification of said papers referred to having been made and no proper foundation laid for admission.

A. They are the same. I have examined them.

Q. Please give the name of each book and paper belonging to the schooner "Henrietta," to the reporter, and mark the same respectively as exhibits, beginning with the letter "A," and continuing alphabetically?

A. Same objection as last above.

A. Exhibit "A," Certificate of British Registry.

" "B," Agreement and account of Crew.

" "C," Copy of Agreement, to be made accessible to Crew.

" "D," Coasting License.

" "E," Report Outwards.

30 " "F," Bill of Health.

" "G," Clearance.

" "H," Log Book.

" "I," Official Log Book.

Q. State now particularly where the seizure was made by you? A. In Dutch Harbor, Onulaska Harbor.

Q. On waters navigable from the sea for vessels of ten or more tons burden?

A. Objected to as immaterial and incompetent.

A. Dutch Harbor is navigable for any class of vessels.

40 Q. As a Captain in the United States Revenue Marine Service, and commanding the steamer "Corwin," are you, and were you authorized in making seizure of vessels for violation of the Revenue laws of the United States?

A. Objected to as immaterial and incompetent.

A. I am authorized, and was at that time.

CROSS-EXAMINATION:

Q. Will you please explain the manner in which you make seizure of vessels, particularly the manner of the seizing the "Henrietta"? A. After becoming satisfied, 50 that the vessel had violated the United States laws, I sent a boat to the "Henrietta" and requested the master to come on board the "Corwin." I then and there notified him verbally, that his vessel was seized by me, for violation of the United States Customs laws, subsequently I gave him the same notice in writing, and also gave him a receipt for his log-book and papers, and placed a man in charge of the vessel.

C. L. HOOPER,

Captain U. S. R. M.

60 Sworn to and subscribed before me, on the day, and at the place, and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

On motion of Mr. Johnson, U. S. Attorney, this examination is adjourned until Monday, Sept. 26, at 10 A. M.

(Exhibit No. 18 U. S.)

Examination resumed at 10 A. M. Sept., 26, 1892.

Both counsels present.

The Plaintiff offers in evidence all of the exhibits here-
inbefore identified, and marked as exhibits "A" to "I"
inclusive.

The Defendants object to the introduction of said ex-
hibits, and each of them as immaterial, incompetent, and
not having been properly identified or proven, and insuffi-
cient foundation laid for their introduction.

And the said T. J. HAMPTON, of lawful age, and sworn
to testify the whole truth, depose and saith:

Q. State your name and occupation? A. T. J. Hamp-
ton, cook and steward.

Q. Where were you employed in June, 1892? A. I was
employed on board the "Henrietta."

Q. Do you know the harbor or bay commonly called
Tonki Bay? A. That I could not say, only what I have
heard others call it, by hearsay.

Q. Was the "Henrietta" in June, 1892, in the bay you
heard called Tonki Bay?

Objected to as immaterial.

A. She was in the bay what I heard them say was
Tonki Bay.

Q. Do you know the schooner "Kate"?

Objections as last.

A. Yes, I know the schooner.

Q. Was she in this bay you speak of at the same time
that the "Henrietta" was?

Same objection.

A. I saw the "Kate" there.

Q. Did the "Henrietta" when she entered Tonki Bay
have on board any seal skins?

Same objection.

A. I believe she had, sir.

Q. State the number as nearly as you can?

Same objection.

A. She might have had between one or two hundred,
in fact, I had nothing to do with the skins.

Q. State if you know what was done with the skins in
Tonki Bay?

Objected to as immaterial and incompetent.

A. That, I can not say. I did not see any skins leave
the vessel.

Q. Did you see any merchandise leave the vessel while
there?

Same objection.

A. I saw no skins or merchandise leave the "Henri-
etta."

Q. Did the "Henrietta" receive on board any stores or
merchandise while in this bay.

Same objection.

A. Yes, I went over without permission from the cap-
tain and bummed all I could.

Q. What vessel did you go to?

Same objection.

A. The schooner "Kate."

Q. What did you get from the schooner "Kate"?

Same objection.

A. I got some meats and fruits. About four dozen I
suppose, three or four sacks of coal, a few sacks of pota-
toes, about four or five boxes of biscuits, about a couple
of barrels of flour.

(Exhibit No. 18 U. S.)

Q. Did the captain of the "Henrietta" know that these things were brought on board?

Same objection.

A. That I do not know until they were all stowed away, I went without his permission.

Q. Did he know after they were stowed away where they came from?

10 Same objection.

A. That I could not say, I never told him anything about them at all.

Q. When did you tell him about them?

Same objection.

A. It might have been four or five days after.

Q. Was anyone with you, when you received these provisions from the "Kate"?

Same objection as last and as leading.

A. Yes, one man was with me.

20 Q. Please state his name?

Same objection.

A. Mr. West.

Q. How were the provisions transferred from the "Kate" to the "Henrietta"? A. In an open boat.

Q. Was it in the day time or in the night time?

Same objection as to last above.

A. In the day time.

Q. Do you know where the master of the "Henrietta" was at that time? A. I do not, I think he went ashore.

30 Q. How long had the "Henrietta" been in the day before this transfer occurred?

Objected to as immaterial.

A. She might have been two or three days.

Q. Was the "Kate" in Tonki Bay when the "Henrietta" arrived?

Objected to as immaterial and leading.

A. I think so.

Q. State if you know whether the "Kate" is an American or a British vessel?

40 Same objection as last above, not the best evidence and incompetent.

A. That I cannot say, but she hailed from Victoria.

Q. Did anyone assist you other than Mr. West in putting the stores taken from the "Kate" on board the "Henrietta"?

Same objection.

A. Not to my knowledge, only the cook of the "Kate," who helped to pass stores along, and we took them on board ourselves.

50 Q. Who was on board the "Henrietta," if anyone, when you brought these things aboard? A. I don't think there was anyone on board. The boys were all ashore washing clothes.

Q. Was the "Henrietta" at anchor or on the beach at the time of this transfer? A. She was at anchor.

Q. Was the "Henrietta" beached in the bay during your stay there?

Objected to as immaterial and leading.

A. Believe she was.

60 Q. Did this transfer of stores occur before or after she was beached?

Objected to as immaterial.

A. That I cannot say, it may have been before or after.

Q. Is it customary and usual for the steward to procure from the schooners so large an amount of goods as were

(Exhibit No. 18 U. S.)

transferred from the "Kate" without the knowledge or consent of the master?

Objected to as immaterial, incompetent, and further, the witness has not shown that he has any knowledge or information respecting such custom.

A. It is customary for vessels belonging to the same employ, to receive goods which they think they can spare.

10 Q. Were the "Henrietta" and "Kate" in the same employ?

Objected to as immaterial, incompetent and not the best evidence.

A. Well, I believe it's the same man that shipped me, shipped the crew of the "Kate."

Q. Which vessel, the "Henrietta" or the "Kate," left Tonki Bay first?

Objected to as immaterial.

A. I cannot say, I don't know if we went out ahead of 20 them, or them ahead of us.

Q. When the "Henrietta" left the bay, state if you know whether she had on board seal skins and about how many? A. I do not know if she had any seal skins left or no.

Q. Before entering Tonki Bay, did you know that the "Henrietta" expected to meet the "Kate"?

Objected to as immaterial and as incompetent and hearsay.

A. Well, I heard some talk about it. I heard we were 30 going to meet her somewhere, but I do not know where.

Q. State, if you know, why you were to meet her?

Same objection as last.

A. We expected to meet the owners then.

Q. Did you meet the owner?

Same objection as last above.

A. No.

CROSS-EXAMINATION:

Q. Is it not true that the "Henrietta" was compelled to go into Tonki Bay to secure a supply of fresh water at the 40 time mentioned in your direct-examination?

Objected to by plaintiff as immaterial.

A. Well, we would had to go to some place anyhow, as we were short of water.

Q. Did you lay in a supply of fresh water there? A. We filled up everything, even two boats.

Q. Was this supply of water taken in by the "Henrietta" necessary for the health of her crew? A. Yes, we had a very little water, we had to have it.

Q. Is it not true that at this time the "Henrietta" was 50 out of wood for cooking purposes?

Objected to as immaterial.

A. Yes, we was short of fuel.

Q. Did you pick up any driftwood for fuel while at Tonki Bay? A. Yes, we picked up driftwood there and picked up driftwood out at sea.

Q. Was this wood necessary? A. Yes, it was necessary.

Q. In what condition was the "Kate" then in Tonki Bay? A. I do not know.

60 Q. Where was she going upon leaving Tonki Bay? A. I believe she returned to Kajaka on Vancouver Island.

Q. What was done with you by the officers of the "Yorktown" after you were seized? A. I was held aboard the "Henrietta."

Q. Were you held as a prisoner? A. I believe I was.

(Exhibit No. 18 U. S.)

Q. During the time you were so held as a prisoner were you compelled to sign any statement or affidavit by the officer seizing you, respecting your connection with the "Henrietta"?

Objected to by plaintiff as immaterial and improper course of examination.

A. No. No officer off the "Yorktown" asked me to sign any paper or statement.

Q. Did any officer require you to sign such a statement or affidavit; if so, state who? A. Captain Hooper, of the "Corwin," asked me for a statement, having power to do so.

Q. Were these provisions and supplies taken by you from the "Kate" in Tonki Bay used on board the "Henrietta"? A. Some was, and some left yet.

Q. Were they taken on board the "Henrietta" by you for any other purpose than that of being used for food by the crew of the "Henrietta"? A. They came on board just for the crew, no one else.

Q. For what purpose did you get the coal? A. For cooking with.

Q. Were the supplies needed on board the "Henrietta" for the crew? A. Part of them are used, some of them are left.

Q. Was it not necessary to beach the "Henrietta" in Tonki Bay for the purpose of scraping her bottom? A. That I don't know.

30 REDIRECT-EXAMINATION:

Q. In your cross-examination you state that the "Henrietta" would have been compelled to go into some harbor for water and wood. State about how many days the wood and water would have lasted? A. I guess the fuel might have lasted ten days longer. The water three weeks or a month. That is allowing each man one gallon of water a day.

Q. At the time you signed the affidavits you referred to in your cross-examination did Captain Hooper induce you to sign the same through fear of punishment or hope of reward?

Objected to as immaterial and incompetent.

A. No, he did not threaten with any punishment or reward, he said it was necessary for me to put my name there.

Q. Did you know the contents of the affidavit, before you signed it? A. Yes.

Q. Did the fact that you signed the affidavit make any difference with your testimony to-day?

Objected to as immaterial and incompetent.

A. No.

T. J. HAMPTON.

Sworn to and subscribed before me on the day and at the place, and between the hours aforesaid.

R. C. ROGERS, U. S. Commissioner.

By mutual consent of both Counsel, Court adjourned until 1.30 P. M.

Examination resumed at 1.30 P. M., Sept. 26, 1892.

And the said C. DORING of lawful age, and sworn to testify the whole truth, deposeth and saith:

Q. State your name and occupation? A. C. Doring. Able seaman.

Q. Do you know the schooner "Henrietta"? A. Yes, sir.

(Exhibit No. 18 U. S.)

Q. Were you employed on board said schooner during the present year? A. Yes, sir.

Q. When and where did you join the "Henrietta"? A. On the first of July in Tonki Bay.

Q. Where had you come from to Tonki Bay?

Objected to as immaterial.

A. Came from Kagiut, in the schooner "Kate."

10 Q. State, if you know, whether fur seal skins were transferred from the "Henrietta" to the "Kate" in Tonki Bay?

Objected to as incompetent.

A. Yes.

Q. Give the number as near as you can?

Objected to as incompetent.

A. One hundred and eight.

Q. State if you know, whether stores or merchandise of any kind were transferred from the "Kate" to the
20 "Henrietta" in Tonki Bay?

Objected to as immaterial and incompetent.

A. Yes.

Q. State what was transferred as fully as you know.

A. Five sacks of coal, five boxes of biscuit, ten sacks of flour, canned goods and little things I had nothing to do with.

Q. Did you assist in transferring or receiving on board the "Henrietta" any of the merchandise?

Same objection.

30 A. Assisted in transferring the biscuit and flour, the rest of the stuff I had nothing to do with.

Q. Did you assist in this transfer as above stated by the orders of anyone? If so, whom?

Same objection.

A. I assisted by the order of the Mate John Thorson.

Q. Was the master of the "Henrietta" present at the transfer of the seal skins or the merchandise above referred to?

Same objection.

40 A. He was present, when receiving the biscuit and flour. Seal skins, I don't know, for I received them on board the "Kate." I was not on board the "Henrietta" at the time. I joined her later.

Q. Who delivered the skins from the "Henrietta" to you on the "Kate?"

Same objection.

A. The mate and two men.

Q. Give the names if you know them? A. J. Thorson, mate, George Mowhay and Fred Ebemeier.

50 Q. State if you know, whether the "Kate" or "Henrietta" left Tonki Bay first?

Objected to as immaterial.

A. The "Kate" left Tonki Bay first.

Q. When you shipped on the "Kate," where was she bound for?

Objected to as immaterial, incompetent not the best evidence.

A. She was going on a sealing and hunting cruise in the North Pacific Ocean.

60 Q. State, if you know, where she sailed for from Tonki Bay.

Same objection as last above.

A. Kagiut, west coast of Vancouver Island.

Q. State, if you know, why she returned?

Same objection as last above.

(Exhibit No. 18 U. S.)

A. The Indian hunters did not want to go over to the Russian side, Copper Islands.

Q. Were the Indians you refer to employed by the "Kate" for hunting purposes?

Same objection as last above.

A. Yes, they were.

CROSS-EXAMINATION:

10 Q. Is it not true, that the "Kate" had become dismasted before she left Tonki Bay, or before she came to Tonki Bay? A. Her foremast head was carried away, before she came to Tonki Bay.

Q. Is this not one of the reasons why she returned? A. No. The Captain would have gone over to Copper Islands if the Indian hunters wanted to go.

Q. What was the name of the Captain of the "Kate" at that time? A. Alx. Taylor.

Q. Is it not true that all of the skins on board the 20 "Henrietta" at the time she was seized were taken after you left Tonki Bay or after July 1, 1892? A. Yes. They were taken after she left on the way.

Q. Did you see Captain Pinckney at the time that you say the sealskins were placed on board the "Kate"? A. No.

Q. Was not the flour, biscuit and canned goods taken from the "Kate" and put on board the "Henrietta" ordinary stores and provisions for the vessel? A. Yes.

Q. Was not the coal so taken on board the "Henrietta" 30 needed there for fuel? A. Yes.

Q. Did the "Henrietta" at any time after you went on board, unlade any of her supplies?

Objected to by plaintiff as immaterial and not proper cross-examination.

A. No.

Q. Did the "Henrietta" at any time after you went on board of her, touch at any point prior to the seizure? A. No.

Q. Is there any inhabitants or settlement on the coast of 40 Tonki Bay? A. There is no inhabitants in Tonki Bay.

Q. Is there any inhabitants or settlement on Afognak Island? A. I don't know.

Q. Is there a place near where the "Henrietta" was anchored in Tonki Bay for securing fresh water? A. Yes.

Q. Did the "Henrietta" lay in a supply of fresh water, and also a supply of wood, while in Tonki Bay?

Objected to by plaintiff as immaterial

A. Yes.

50 Q. Were these supplies, including the fresh water, wood, coal and provisions, necessary for the vessel at that time? A. Yes.

Q. After the "Henrietta" was seized, what was done with you by the officer of the "Yorktown"? A. We was took on board the "Yorktown."

Q. Were you taken there as prisoners? A. We had our liberty while we were there.

Q. Were you allowed to go ashore? A. No.

Q. Did the captain of the "Yorktown" require you to 60 sign any affidavits pertaining to your employment on the "Henrietta"?

Objected to by plaintiff as immaterial.

A. Yes.

Q. Did he write the affidavit himself? A. I don't know.

Q. Did you write it? A. No.

(Exhibit No. 18 U. S.)

Q. Has that affidavit been read to you since your arrival in Sitka, and before this examination? A. No.

Q. Has your testimony here to-day been influenced by the fact that 'his affidavit had been previously obtained from you? A. No.

REDIRECT-EXAMINATION:

In your cross-examination you state that the provisions received on board the "Henrietta" from the "Kate" were necessary for the crew. Please state how long time the provisions already on board would have lasted the crew if none had been received from "Kate"?

Objected to as immaterial and the witness has not shown himself competent to testify.

A. I don't know. I was not on board the "Henrietta" at the time.

Q. Were any provisions or stores received on board the "Henrietta" after you left Tonki Bay?

20 Objected to as immaterial.

A. No.

Q. Were there still remaining on board the "Henrietta" when seized, as many provisions and stores as were taken from the "Kate"?

Objected to as immaterial and incompetent, witness not showing himself competent to testify.

A. I don't know. I have nothing to do with the stores.

Q. Will you then please explain what you mean by saying stores received from the Kate were necessary? A.

30 The canned goods were necessary, they are all used up.

RECROSS-EXAMINATION:

Q. Is it not true that the "Henrietta" had a larger crew by two men at least, when she left Tonki Bay than when she entered it? A. She had a larger crew of white men, but eight Indians had left her.

Q. Were the Indians a part of her regular crew or were they simply hunters picked up after she left Victoria? A. They were hunters picked up after she left Victoria.

Q. Is it not true that these hunters are not a part of a vessel's regular crew, but are taken on and put off when and wherever they, the hunters, desire? A. The Indian hunters are taken out of Vancouver Island, and they can leave when they want to. On Vancouver Island they go and come just as they feel like it.

REDIRECT-EXAMINATION:

Q. While these hunters above referred to are on board, do they board themselves or are they provided board by the vessel carrying them? A. They are provided for by the vessel.

C. DORING.

Sworn to and subscribed to before me on the day and at the place and between the hours aforesaid.

R. C. ROGERS, U. S. Commissioner.

And the said H. JACOBSON of lawful age and sworn to testify the whole truth, depose and saith:

Q. What is your name and occupation? A. Henry Jacobson, hunter.

Q. Where were you employed in June and July this year? A. On the "Henrietta" in July and the "Kate" in June.

Q. When did you join the "Henrietta"? A. In Tonki Bay.

Q. When? A. July 1st.

Q. While in Tonki Bay did the "Henrietta" unlade any seal skins? A. Yes.

(Exhibit No. 18 U. S.)

Q. What was done with them?

Objected to as incompetent. The witness has not sufficiently shown his qualification to testify.

A. Taken on board the "Kate."

Q. About how many? A. One hundred and eight.

Q. Did the "Henrietta" while in Tonki Bay receive on board any cargo or stores of any kind?

10 Same objection as to the last above.

A. She got some stores.

Q. What stores did she get?

Same objection.

A. Coal, potatoes, biscuits and flour and some canned goods.

Q. Do you know where these stores came from? If so state?

Same objection.

A. Yes; they came from Victoria in the schooner

20 "Kate." They were part of her supplies.

Q. Did you assist in transferring or receiving on board the seal skins, or any of the provisions referred to? A. Yes, I was down in the hold taking in the skins on the

"Kate." The stores I just handed out.

Q. State if you know whether the "Kate" was a British or American bottom?

Objected to as immaterial, and not the best evidence.

A. I don't know.

30 Q. State what flag, if any, she flew while you were employed on her the trip from Victoria to Tonki Bay?

Objected to as immaterial.

A. The British flag.

Q. After leaving Victoria, and before reaching Tonki Bay, did the "Kate" enter and clear from any port?

Objected to as immaterial, incompetent, and not the best evidence.

A. We did not enter and clear as there was no Custom House, but she entered another port or harbor.

40 Q. State if you know what harbor she entered? A. Taganak, in Vancouver Island.

Q. Why did you leave the "Kate" and join the "Henrietta" at Tonki Bay?

Objected to as immaterial and irrelevant.

A. Because the "Kate" was going home to Kagiuk and I wanted to make the full season.

CROSS-EXAMINATION:

50 Q. Did you see the seal skins stored by you in the hold of the "Kate" in Tonki Bay, taken from the "Henrietta"? A. Yes, I saw them handed in the boat from the "Henrietta."

Q. Were these provisions and stores that were taken on board the "Henrietta" the ordinary supplies of the "Kate"? A. Yes, they were.

Q. Were they needed on board the "Henrietta"? A. Yes.

60 Q. Were all the skins now belonging to the cargo of the "Henrietta" caught after you left Tonki Bay? A. Yes.

HENRY JACOBSON.

Sworn and subscribed to before me, on the day, and at the place and hours aforesaid.

R. C. ROGERS,
U. S. Commissioner.

(Exhibit No. 18 U. S.)

And the said G. MOBERLY of lawful age and sworn to testify the whole truth, depose and saith:

Q. State your name and occupation? A. George Moberly, able seaman.

Q. Do you know the schooner "Henrietta"? A. Yes.

Q. Were you employed on board of her in the months of June and July, 1892? A. Yes.

10 Q. Was the "Henrietta" in an American harbor or port during the month of June? If so state what harbor.

Objected to as immaterial.

A. Yes, she was in an American port, Tonki Bay.

Q. State if you know why she went into Tonki Bay?

Objected to as immaterial, and hearsay.

A. She went in there to leave her skins and get water and wood.

Q. Did she leave her skins? A. Yes.

Q. How many? A. One hundred and eight.

20 Q. What did she do with them?

Objected to as immaterial and incompetent.

A. Transferred them over to the "Kate."

Q. Did you assist in the transfer?

Same objection as last above.

A. Yes.

Q. By whose order? A. The mate of the "Henrietta," John Thoreson.

Q. Was the master of the "Henrietta" present? A. He was aboard the "Henrietta."

30 Q. Did the "Henrietta" while in Tonki Bay, receive on board any merchandise? If so state what.

Same objection as last above.

A. Yes, five bags of potatoes, five sacks of coal, five boxes of buscuit, ten bags of flour, and some small stores, canned stuff, &c.

Q. State if you know where this merchandise came from?

Same objection.

A. It came from the "Kate."

40 Q. Did you assist in transferring or receiving on board the "Henrietta" any of these stores?

Same objection.

A. I assisted in the whole of them.

Q. By whose order? A. The mate.

Q. Was the master of the "Henrietta" present when any of these stores were received on board the "Henrietta"? A. Yes, he was on board when all of them came.

Q. When and where did you join the "Henrietta"?

A. At Victoria, 12th day of March, 1892.

50 Q. Were you with her all the time from that date until she reached Tonki Bay? A. Yes.

Q. After leaving Victoria and before discharging her seal skins in Tonki Bay, had the "Henrietta" entered and cleared from and port of entry in Alaska?

Objected to as immaterial, incompetent and not the best evidence.

A. No, she had not been in any port where there was a Custom Office since she left Victoria.

Q. When the "Henrietta" entered Tonki Bay, what was her condition as to supply of fresh water and provisions? A. She had enough provisions to do her two months and over, water and wood six weeks to two months.

Q. On the day she entered Tonki Bay was she compelled to do so by reason of stress or weather? A. No.

(Exhibit No. 18 U. S.)

Q. On the day last referred to was the "Henrietta" disabled or unseaworthy? A. No.

CROSS-EXAMINATION. Q. How much fresh water did the "Henrietta" have on board at the time she entered Tonki Bay? A. She a tank full and two or three casks.

Q. How many gallons did she have? A. I don't know.

Q. About how many gallons? A. I could not tell you that; I never measured the tanks or casks.

Q. How many gallons did each of these casks hold? A. That is more than I could tell you.

Q. What was the size of the tank, measured by feet and inches? A. I don't know; I never measured.

Q. Can you not give an estimate as to size? A. I do not know what they measured. I know how long one of them lasts.

Q. How many men were on board when the "Henrietta" left Tonki Bay? A. Thirteen.

Q. On what day was the "Henrietta" seized? A. She was seized on Sunday. I don't know the day of the month. I think it was Sunday, the first.

Q. How much water did you have on board at the time you were seized? A. That I don't know.

Q. How much wood did you have on board when you went into Tonki Bay? A. We had enough wood to do us six weeks.

Q. How large a pile of wood was it? A. I never measured it.

Q. Can you not estimate the amount of wood you had on board then? A. No, I don't know; we had wood on deck and down below. Hard to tell how much you had, if you did not measure it.

Q. Did you not take on a fresh supply of water and wood while in Tonki Bay? A. Yes; we filled up everything water, and two boats of wood.

Q. How much water did you take on? A. Don't know.

Q. How many casks did you fill? A. That I could not say. Filled all that were empty.

Q. How do you know that you filled all that were empty, if you do not know the number that you filled? A. Because I passed the water out of the boats, and when everything was filled there was water left in the boat.

Q. How many water casks did the "Henrietta" have on board at that time? A. Ten.

Q. How many tanks did she have? A. Two.

Q. Did you fill as many as eight of these casks? A. I don't know, as I was not on deck when they were pouring water into them.

Q. Before you began laying in this supply of fresh water did you examine yourself the vessels, water tanks and casks, and ascertain which ones were empty and which ones were filled? A. Yes.

Q. Then can you not now state the number of casks that were empty? A. No; because some of the casks had water in them, one tank was full, and some water in the other one?

Q. How much water was in this tank? A. I did not measure it.

Q. Was it about half full? A. It is pretty hard to judge without you got a stick and measured it.

Q. Did you ever make a voyage on the "Henrietta" before this year? A. No.

(Exhibit No. 18 U. S.)

Q. What are you doing now? A. Sitting in a chair now at the present time.

(Answering questions to Mr. Hastings.)

Q. What occupation are you following at this time? A. Go to sea for a living as a sailor.

Q. Are you doing anything in the way of employment now? A. Have not been doing anything since I left the
10 "Henrietta."

Q. Is it not true that you as well as the other witnesses who have testified here to-day, are being maintained at the expense of the Government?

Objected to by plaintiff as immaterial and incompetent.

A. Yes.

Q. Is it not also true that you and also as well as those witnesses expect to be maintained for a considerable time in the future?

20 Same objection as last above.

A. I don't know anything about that.

Q. Have you as well as the several witnesses that have testified to-day been in the custody of the Marshal since your arrival at Sitka? A. Yes, when the "Coquitlan" went out, from about 9 o'clock in the morning until 11 o'clock.

Q. Are you now in the actual custody of the Marshal, or are you permitted to have your liberty on the promise not to leave the town?

30 Same objection as above stated.

A. I have not promised nobody.

Q. Are you confined in any prison? A. No, sir.

Q. Are you at liberty to go about the town when ever and wherever you like? A. Yes, I believe so, as far as I know.

Q. And this is true of the other witnesses who have testified? A. As far as I know it is the same.

Q. Is it not true that since your arrival in Sitka, you have had considerable feeling against the owners of the
40 "Henrietta," and have so expressed yourself? A. No, sir; I have no ill feeling towards them.

Q. Have you not expressed such ill feeling? A. No, I cannot say that I have.

Q. Then you say that you have not? A. Yes, sir; I can.
GEORGE MOBERLY.

Sworn to and subscribed before me on the day, and at the place, and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

50 Upon motion of proctor of defendant the further cross-examination of the witness is adjourned until Tuesday, Sept. 27, 1892, at 10 A. M. that day.

Examination continued at 10.30 A. M. Tuesday, September 27, 1892.

And the said JOHN THORESON, of lawful age, and sworn to testify the whole truth, deposeth and saith:

Q. What is your name and occupation? A. John Thore-
60 son, sailor.

Q. Where have you been employed during the past summer? A. Sealing.

Q. On what vessel? A. The "Henrietta."

Q. What position? A. Mate.

(Exhibit No. 18 U. S.)

Q. During the month of June was the "Henrietta" in any harbor?

Objected to as immaterial.

A. She was in Tonki Bay.

Q. While in Tonki Bay did the "Henrietta" unlade any merchandise? If so, state what? A. Yes, we delivered some skins.

10 Q. To whom? A. To the schooner "Kate."

Q. How many? A. One hundred and eight.

Q. By whose orders?

Objected to as immaterial and incompetent.

A. Captain Pinckney's.

Q. Did the "Henrietta" while in Tonki Bay receive on board any merchandise?

Same objection as before.

A. Yes, sir; some bread, flour, coal, some potatoes.

Q. Where were these received from?

20 Same objection.

A. From the "Kate."

Q. By whose order were they gotten?

Objected to as immaterial and incompetent.

A. Captain Pinckney's.

Q. What was the supply of provisions, including wood and water, on board the "Henrietta," when she entered Tonki Bay?

Objected to as incompetent.

A. I think it would last a couple of months. Wat...
30 about five or six weeks.

Q. What was the condition of the "Henrietta" as to being seaworthy, when she entered Tonki Bay?

Same objection as last above.

A. She was just as good as when we left Victoria, only her bottom was a little dirty.

Q. What was the condition of the weather and sun on the day she entered the bay? A. Fine weather the day we came into Tonki Bay.

Q. Were you on board the "Henrietta" every day from 40 the time she left Victoria until she entered Tonki Bay?

Objected to as immaterial.

A. Yes, sir.

Q. After leaving Victoria and before entering Tonki Bay did the "Henrietta" enter any port or place in Alaska?

Objected to as immaterial, incompetent and not the best evidence.

A. No, sir; not that I can remember.

CROSS-EXAMINATION:

50 Q. Were you ever engaged as a mate on a sealing voyage to the North Pacific Ocean before this year? A. No, sir; this is the first season.

Q. Have you been employed on the "Henrietta" in any capacity before this year? A. No.

Q. Have you ever been in the North Pacific Ocean on a sealing voyage before this year? A. Yes, sir; three times before I have been.

Q. How many men were on board the "Henrietta" at the time she entered Tonki Bay? A. Twenty-four, I 60 think.

Q. Were you at all times familiar with the stores and supplies of the "Henrietta"? A. Yes, except what belongs to the cook, I have charge of all the stores.

Q. Will you please explain what you mean by those in charge of the cook? A. The cook always takes charge of

(Exhibit No. 18 U. S.)

the stores belonging to the cabin, the mate has nothing to do with it.

Q. Then the cook knows more about the cabin's supplies and stores after the voyage is begun than does any other person on the vessel? A. He knows a little more than me.

Q. How long was the voyage to extend after the "Henrietta" left Tonki Bay? A. There was no certain time given. We expected to stop away about two or three months.

Q. Is there not a place in Tonki Bay for getting fresh water? A. Yes, there is a place to get water there.

Q. Was not this place the nearest point that you would be at within a month after you entered Tonki Bay where you could get a supply of fresh water? A. No, sir; I don't think so.

Q. Are there any inhabitants or residents in or near the shores of Tonki Bay? A. Not that I know of.

Q. Were there any inhabitants in June last on Afognak Island? A. Not that I know.

Q. What was the condition of the schooner "Kate" while she was in Tonki Bay? A. I don't know, sir.

Q. Was not her foremast head carried away? A. Yes, it was carried away on the West Coast, but was all fixed up again.

Q. What was the amount of stores that you had on board the "Henrietta" at the time you arrived at Sitka?

30 A. Well, I don't know exactly, as far as I can judge, 20 sks. of flour, 8 bxs. of biscuits, 5 or 6 mats of sugar, four or five mats of rice, and some salmon and small stores, I don't know exactly.

REDIRECT-EXAMINATION:

Q. Before entering Tonki Bay, did you have any conversation with Captain Pinckney in regard to the "Henrietta" entering the bay?

Objected to as immaterial, incompetent and hearsay.

40 A. Yes.

Q. Please state that conversation?

Same objection as last above.

A. He said that he wanted to get in, and get some water and wood and stores and deliver the skins.

RECROSS-EXAMINATION:

Q. Was not this supply of wood and fresh water necessary? A. Well, not exactly for a month or so.

Q. Were the supplies taken from the "Kate" taken on board the "Henrietta" as additional provision and stores for the crew of the "Henrietta"? A. Yes, some for the crew, some for the Captain, bread and flour for the Indians.

Q. Was there any stores or supplies unloaded from the "Henrietta," after you left Vancouver Island in the Spring up till the time you were seized? A. Nothing unloaded from the vessel.

Q. Was there anything paid the Captain of the "Kate" for these supplies? A. Not that I know of.

Q. Were all of the seal skins on board the "Henrietta" at the time she was seized, captured and taken after you left Tonki Bay? A. Yes; there were no skins on board when we left Tonki Bay.

Q. Would these stores or supplies on board the "Henrietta" at the time you entered Tonki Bay have been suffi-

(Exhibit No. 18 U. S.)

cient for to maintain the crew then on board of her for the balance of her sealing voyage?

Objected to by plaintiff as immaterial and indefinite.

A. They would not exactly last for three months, but they would last for quite a while.

G. THORESON.

10 Subscribed and sworn to before me on the day, and at the place and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

And the said W. EBMEIER, of lawful age, and sworn to testify the whole truth depose and saith:

Q. State your name and occupation? A. William Ebmeier. Able seaman.

Q. Were you employed on board the schooner "Henrietta" in the months of June and July last?

Objected to as leading.

A. Yes.

Q. Was the vessel in any port or harbor in the month of June 1892?

Objected to as immaterial and incompetent.

A. In Tonki Bay.

Q. When and where did you join the "Henrietta"?

Same objection.

A. The 16th of March in Uclanet, Vancouver Island.

30 Q. Were you on board every day from the time the "Henrietta" left Vancouver Island until she anchored in Tonki Bay?

Same objection.

A. Yes, except sealing days.

Q. Did she to your knowledge, enter any port or place in the District of Alaska before she entered Tonki Bay?

Objected to as immaterial.

A. I don't know whether San Antonio Bay on Prince of Wales' Island is in the District of Alaska.

40 Q. Is that the only place she entered after leaving Vancouver Island before entering Tonki Bay? A. Yes.

Q. While in Tonki Bay did the "Henrietta" unlade any cargo?

Objected to as immaterial and incompetent.

A. Yes, sir.

Q. What? A. Sealskins.

Q. How many? A. One hundred and eight.

Q. What was done with them?

Same objection.

50 A. Transferred to the "Kate."

Q. Did the "Henrietta" while in Tonki Bay receive any cargo or stores on board?

Same objection.

A. Yes, she received stores.

Q. What stores? A. Five sacks of coal, five sacks of potatoes, five boxes biscuit, ten sacks of flour and canned goods.

Q. Where did she get them from?

Same objection.

60 A. The schooner "Kate."

Q. On the day the "Henrietta" entered Tonki Bay did she do so because of any unavoidable accident, necessity or distress of weather?

Same objection, and as calling for the conclusions and opinion of the witness.

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A. To provide wood and water to complete the voyage.

Q. State what the supply of wood and water was when she entered the bay? A. The casks were empty, and part of one tank, how much wood I do not know.

Q. About how long would the tank full and the other partly full of water have lasted?

Objected to as immaterial and assuming something
10 not testified to by the witness.

A. Could not say.

CROSS-EXAMINATION:

Q. Have you ever been on a sealing voyage before this year, in the North Pacific Ocean? If so, state in what capacity? A. No, sir.

Q. Were all the skins on board the "Henrietta" at the time of her seizure, taken before or after she left Tonki Bay? A. Taken after.

Q. For what purpose were the supplies taken from the
20 "Kate" and put upon the "Henrietta"? A. As much as I know to go out sealing.

Q. Were these supplies and stores needed by the crew in the further prosecution of their sealing voyage? A. I don't know.

Q. Is there a place on the coast of Tonki Bay for getting fresh water? A. Yes; two or three.

Q. Did the "Henrietta" take in fresh water at this place? A. Yes.

Q. Was she placed on the beach while there and her bot-
30 tom cleaned? A. Yes.

Q. Are there any inhabitants along the coast of Tonki Bay? A. Not as I know of.

Q. Did you see any inhabitants on Afognak Island? A. No.

Q. Did the "Henrietta" unload any stores or supplies of any character after she left Vancouver Island in the spring up to the time she was seized? A. No; except the discharging of the skins.

Q. Do you know what supplies and stores she had
40 aboard when she arrived in Sitka? A. No; not the amount.

Q. Did she have very much?

Objected to as immaterial and indefinite.

A. No, not much.

Q. Did she have any more than enough--than would have been sufficient for her crew to have completed their voyage to Victoria? A. Yes.

Q. What would she have left after she arrived at Victoria? A. I believe very little.

50 Q. What was done with you and the balance of the crew of the "Henrietta" after she was seized? A. Six of us were ordered on board the "Yorktown." The captain and cook left aboard; four Indians left on board as well.

Q. At whose order? A. At the order of the officer commanding the prize crew.

Q. Do you know his name? A. No, sir.

Q. After you were placed aboard the "Yorktown" were you forbidden to have any communication with Captain Pinckney?

60 Objected to as immaterial.

A. Yes.

Q. Were any of the six of your crew allowed to communicate with Capt. Pinckney? A. No, sir.

Q. Were you allowed by the officer of the "Yorktown" to get your blankets from the "Henrietta"?

Objected to by plaintiff as immaterial.

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A. No.

Q. Were you informed by the officers of the "Yorktown" at the time you were aboard of her that you were prisoners while there.

Same objection as before.

A. We were detained, but not called prisoners.

Q. During the time that you were so detained did
10 Capt. Evans, of the "Yorktown," ask of you as well as the balance of your crew to sign a statement or affidavit as to your employment on board the "Henrietta?"

Plaintiff objects, for the reason that the question is immaterial and not proper cross-examination.

A. Yes.

Q. Was the affidavit written by some officer of the "Yorktown?" A. Yes, I expect so.

Q. Are these the affidavits signed by the crew that are now before the District Attorney?

20 Same objection as above, and as assuming a state of fact to exist not proven.

A. I don't know if that is the same affidavit, is the one, I gave on the "Yorktown."

Q. Is it not true that you have heard the other witnesses, who have testified in this examination, state in substance that the testimony so given by them in the examination was influenced by reason of their signing those affidavits?

30 Objected to by plaintiff as incompetent and immaterial and irrelevant, and as assuming as true that which has not been shown by the testimony of the other witness.

A. No.

Q. Is it not true that Mr. George Moberly, who testified yesterday afternoon, stated in your presence and your hearing that if he had not given the affidavit on board the "Yorktown" he could have testified differently?

Same objection as last above stated.

A. No, I don't remember.

40 Q. Is it not true that your testimony has been guided by the fact that you signed this affidavit?

Objected to as immaterial and incompetent.

A. Not guided by the fact, but to tell the truth.

Q. How long have you been a sailor? A. Seventeen years.

W. EBMEIER.

Sworn to and subscribed before me on the day and at the place and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

50 Court adjourned until 1.30 P. M. September 27, 1892.

Examination resumed at 1.30 P. M.

And the said J. C. WEST, of lawful age, and sworn to testify the whole truth, deposeth and saith:

Q. State your name and occupation. A. J. C. West. Hunter.

Q. Where were you employed during the months of June and July, 1892? A. On the "Henrietta."

60 Q. Was the "Henrietta" at anchor in any harbor during the month of June?

Objected to as immaterial.

A. In Tonki Harbor.

Q. While in Tonki Harbor was there unladen from the "Henrietta" any cargo; if so, state what?

Objected to as leading and incompetent.

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A. Her sealskins.

Q. How many?

Same objection as last above.

A. I think over a hundred.

Q. State if you know what was done with the sealskins so unladen.

Same objection.

10 A. I could not say.

Q. Was there received on board the "Henrietta" while in Tonki Bay any merchandise?

Same objection as last above.

A. Yes, sir.

Q. State what merchandise.

Same objection.

A. I saw some coal and some canned stuff, fruits, meats, and lime juice.

20 Q. Where were these articles obtained? A. From the "Kate."

CROSS-EXAMINATION:

Q. Were these articles or merchandise a portion of the Stores of the "Kate"? A. I could not say sir, I know nothing about it.

Q. After they were taken on board the "Henrietta," were they used for the benefit of the crew? A. Yes, sir.

Q. Is it not true that these provisions and stores were needed by the "Henrietta" in order to complete her sealing voyage? A. I suppose they were; I could not say

30 certain.

Q. Did the "Henrietta" unlade any cargo of any description after she left Tonki Bay about July 1st, 1892?

A. No, sir.

Q. Were the sealskins on board the "Henrietta," at the time of her seizure, taken before or after she left Tonki Bay? A. After she left Tonki Bay.

Q. Do you know anything about the fresh-water supply of the "Henrietta" at the time she put into Tonki Bay?

A. She had some, but I don't know how much.

40 Q. Did you understand that her supply was getting low?

Objected to by plaintiff as calling for the understanding of the witness.

A. Yes, sir.

Q. Is it not true that the crew of the "Henrietta" are being paid regular witness fees per diem from the time of the filing of the libel in this action?

Objected to by plaintiff as immaterial and not the best evidence.

50 A. I suppose they know it. I know it. I know they are being so paid.

Q. And is it not true that the officials or marshal has promised to continue to pay this amount to the witnesses who have testified until the return day of the monition?

A. I don't know anything about that.

REDIRECT-EXAMINATION:

Q. Is your testimony given to day influenced by the fact that you are being paid witness fees? A. No, sir.

J. C. WEST.

60 Sworn to and subscribed before me on the day and at the place and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

Adjourned at the request of the respective counsels until 10 A. M. Wed., September 28, 1892.

(Exhibit No. 18 U. S.)

Examination resumed at 10 A. M. September 28, 1892.
Both counsels present.

And the said E. T. HATCH, of lawful age, and sworn to testify the whole truth, deposes and saith:

Q. State your name and official position? A. E. T. Hatch, Sitka, Alaska, Collector of Customs for the District of Alaska.

10 Q. As such collector did you receive into your custody the schooner "Henrietta"?

Objected to as immaterial and not the best evidence.

A. I did on the 21st day of September, 1892.

Q. From whom?

Same objection.

A. Captain C. L. Hooper, United States Revenue Marine.

Q. Do you know where Tonki Bay is?

20 Objected to as not the best evidence.

A. Yes.

Q. Where is the nearest office and officer of the Customs in the District of Alaska to Tonki Bay?

Same objection as to last above and as immaterial.

A. The port of Kodiak on Kodiak Island.

Q. What officer of the Customs was stationed there in June and July last?

Same objection.

A. A deputy collector was stationed there during the 30 months named.

Q. Are all deputy collectors for the District of Alaska, required to, and do they report to you the entrance and clearance of all vessels at their respective ports, and also all special permits or privileges granted to vessels by them?

Same objection, and as leading.

A. Yes, they are so required, and do so report.

Q. Have you received reports from all such deputies for the months of June and July, 1892?

40 Same objection.

A. I have.

Q. Do such reports or the records of your own office show that the British Schooner "Henrietta" entered and cleared from any port in the District of Alaska or received special permission to unload or take in cargo during the month of June or July last?

Objected to as immaterial, incompetent, calling for secondary evidence, and the witness not having shown himself qualified to testify.

50 A. No, they do not.

Q. From the same source of information did the British schooner "Kate" enter and clear or receive such special permit during said months?

Same objection as last above.

A. No.

CROSS-EXAMINATION:

Q. Is the property claimed in the libel and seized by the "Corwin" now in your possession?

60 Objected to for the reason the records now on file on this case are the best evidence.

A. Yes, it is.

Q. Has it been there at all times since it was turned over to you by the captain of the "Corwin"?

Same objection.

(Exhibit No. 18 U. S.)

A. Yes, it has.

Q. Have you examined and inspected the cargo of the "Henrietta"? A. I have made a casual examination.

Q. Will you please state of what it consists? A. Four hundred and twenty seal skins.

Q. Then is it not true that she had no dutiable cargo at the time she was turned over to you? A. This cargo was not dutiable goods.

Q. Is it not true that your deputies in times past have not reported every special permit given by them to vessels cruising in the North Pacific Ocean? A. I know of no instance where they have failed to report the entrance or clearance, or the granting of any special permits to vessels in the District.

REDIRECT EXAMINATION:

Q. Was there on board the "Henrietta" when turned over to you any merchandise, stores or other articles than the seal skins referred to? A. There were.

Q. State what, as nearly as you can remember? A. There were some guns, ammunition, and a few provisions.

Q. Were any of these articles subject to duty if brought from a foreign port?

Objected to as calling for the legal conclusion of the witness.

A. They were.

Q. You state in your examination that the "Henrietta" is in your possession. State if you know whether the United States Marshal has attached the vessel by process issued out of the United States District Court for the District of Alaska?

Objected to as immaterial and not the best evidence.

A. Yes, I know that he has.

EDWIN T. HATCH,

Collector of Customs.

Sworn to and subscribed before me, on the day, and at the place, and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

I, R. C. ROGERS, the hereinbefore named commissioner by virtue of said order as herein stated and hereto annexed do hereby certify that I was attended at said U. S. District Court Room by C. S. Johnson, Esq., United States Attorney, appearing for the plaintiff, and by H. H. A. Hastings and Willoughby Clark, Esq., Proctors in Admiralty, appearing for said defendant, her tackle, cargo, etc., and the said witnesses, to wit:

C. L. Hooper, T. J. Hampton, C. Doring, H. Jackson, G. Moberly, J. Thoreson, W. Ebmeier, J. C. West, and E. T. Hatch, who were of sound mind and lawful age and by me duly sworn, and their examination reduced to writing, and that to each and all of said witnesses their respective depositions were read on the conclusion of each of the same, for such corrections and amendments as each of said witnesses desired to make, and that said depositions were subscribed by them in my presence on the day, or days, and between the hours, and at the place in that behalf aforesaid.

I do further certify, that I am not a counsel or attorney for either of the parties to the suit in controversy, or in any way interested in the event of said issue.

(Exhibit No. 18 U. S.)

In testimony whereof I have hereunto set my hand and official seal this 28th day of Sept., 1892.

R. C. ROGERS,
U. S. Commissioner.

(Endorsed)--No. 353.--In the U. S. Dist. Court. Dist. of Alaska.--United States *vs.* Schooner "Henrietta" *et al.*--Testimony.--Filed October 12, 1892.--N. R. Peckinpugh, Clerk.

In the District Court of the United States for the District of Alaska. In Admiralty.

United States

vs.

The Schooner "Henrietta," her boats, tackle, apparel, furniture and cargo. } No. 353.
Stipulation.

Whereas, upon the trial of this cause, the testimony of several witnesses and certain documentary evidence and papers pertaining to the above named schooner "Henrietta," and to her cargo or portion thereof, are or may be material to the issues in this cause.

Whereas, the said several witnesses and the said documentary evidence are all within the Province of British Columbia, Dominion of Canada, and outside the jurisdiction of this Court, and beyond the reach of its process, and whereas, the bringing of said witnesses to the place of the trial of this cause at Sitka, Alaska, would involve great and unnecessary expense and hardship:

Now, therefore, it is hereby stipulated and agreed by and between the parties hereto that the Hon. Levi W. Myers, American Consul for the Port of Victoria, British Columbia, Dominion of Canada, be and he is hereby designated and appointed as a commissioner, with full power and authority to take or cause to be taken and reduced to writing, in the form of depositions, the testimony of any person or persons who may be produced before said Commissioner upon their several oaths or affirmations, at the City of Victoria, in the Province of British Columbia, Dominion of Canada, and to review and identify and return all such depositions, all such documentary evidence or papers as may be produced and offered by either party hereto at the time of taking such testimony. That the said testimony may be taken by said Commissioner at such time and place in said City of Victoria as may be designated by him after giving reasonable notice by mail to the respective parties hereto, and allowing sufficient time for them to be present at such hearing, or at such time at the office of said Commissioner in said City of Victoria as may be fixed by the parties hereto.

That the said Commissioner shall reduce all the interrogations propounded to the several witnesses, and all objections thereto, and all the answers of the several witnesses to such interrogations to writing, or cause the same to be taken down in short hand by a clerk or stenographer and transcribed and reduced to writing in English, and thereupon cause the deposition of each witness to be read over to such witness and signed by him in the presence of said Commissioner, and shall cause all offers of any documentary evidence, and all objections thereto to be reduced to writing, and such documentary testimony to be identified and shall upon the conclusion of the taking of said testi-

(Exhibit No. 18 U. S.)

mony cause said depositions and exhibits to be authenticated by him over his signature and seal, and to be duly transmitted in sealed envelopes addressed to the Clerk of the District Court of the Territory of Alaska, at Sitka, Alaska.

The respective parties hereto shall be entitled to be present by their respective proctors or counsel, and propound interrogations to the several witnesses or propose objections thereto, and to produce and offer any documentary proofs or papers or propose objections thereto. All objections to the manner of the taking and return of said testimony are hereby waived, but it is not intended hereby to waive any objections to the competency or materiality of any of the testimony or documentary proofs which may be returned by said Commissioner.

This stipulation shall be sufficient evidence of authority in said Commissioner to take said testimony, or cause the same to be taken before him in a manner herein provided, and this stipulation accompanied by any commission which may be issued by said Court to said Commissioner shall be full warrant and authority for so taking said testimony.

C. S. JOHNSON,

U. S. Dist. Atty.

HUGHES, HASTINGS & STEDMAN,

Proctors for Claim'ts.

Dated at Sitka, Alaska, this 29th day of Sept., 1892.

It is further stipulated and agreed by and between the parties hereto that the taking of said testimony shall be begun on the 25th day of November, 1892, or as soon thereafter as the mail steamer from Alaska shall arrive in the latter part of the month of November, 1892, and shall be continued from day to day until the same shall have been completed.

Dated Sept. 29, 1892.

C. S. JOHNSON,

U. S. Atty. for Pltf.

HUGHES, HASTINGS & STEDMAN,

Proctors for Claimants.

I hereby approve the foregoing stipulation. Done at Sitka, Alaska, October 3, 1892.

WARREN TRUITT,

U. S. District Judge.

In the United States District Court for the District of Alaska.—In Admiralty.

The United States

vs. The schooner "Henrietta," her boats, tackle, appare., furniture and cargo. } No. 353.

The President of the United States of America to the Honorable Levi W. Myers, American Consul, duly commissioned, and residing at the Port of Victoria, in the Province of British Columbia and Dominion of Canada.

Greeting: Know ye that we, in confidence of your prudence and fidelity, have appointed you a Commissioner, and by these presents do give you full power and authority to diligently examine, or cause to be examined, before you, upon their several corporal oaths or affirmations, before you to be taken, and upon such interrogatories and cross-interrogatories as may be propounded by the proctors or counsel of the respective parties herein at such examination and hearing before you, such witness or wit-

(Exhibit No. 18 U. S.)

nesses as may be produced by either party before you, at said hearing, in a certain cause, now pending and undetermined, in the District Court of the United States in and for the District of Alaska, wherein the United States is libellant, and the schooner "Henrietta," her boats, tackle, apparel, furniture and cargo, is respondent, Chas. Spring, in the Province of British Columbia, and Dominion of
 10 Canada, are respectively, intervenors;

And we do hereby require you, the said Levi W. Myers, to reduce or cause said testimony to be reduced to writing and to receive and cause to be properly identified, and attached to said testimony, such documentary evidence as may be offered at said hearing, in accordance with the stipulation hereunto attached, and made a part of this commission, and, upon the conclusion of the taking of said testimony, to close the same up under your hand and seal, directed to N. R. Peckinpaugh, Clerk of the United
 20 States District Court in and for the District of Alaska at Sitka, in the Territory of Alaska, as soon as may be convenient after the execution of this commission; and that you return the same, when executed, as above directed, with the title of said cause endorsed on the envelope.

Witness, the Hon. Warren Truitt, Judge of the United States District Court for the District of Alaska, this
 day of September, in the year of our Lord,
 one thousand eight hundred and ninety-two, and of our
 Independence the one hundred and seventeenth.

30 N. R. PECKINPAUGH,
 Clerk.

[L. S.]
 (Endorsed)—No. 353.—In the United States District Court, District of Alaska.—United States, Plaintiff, vs. Schooner "Henrietta," Defendant.—Stipulation and Commission.—Hughes, Hastings & Stedman, Attorneys for Claimants.

In the District Court of the United States for the District of Alaska.

40 The United States, Libellant,
 vs.
 The Schooner "Henrietta", her boats, tackle, apparel, furniture and cargo,
 Respondent. } In Admiralty.
 No.

On this 27th day of October, 1892, pursuant to the stipulation and commission returned herewith, addressed to
 50 me, Levi W. Myers, American Consul at the Port of Victoria, the witnesses hereinafter named appeared and gave their depositions which are returned herewith, and at said time and place, F. P. Dewees, Esq., appeared for the United States and E. C. Hughes, Esq., appeared for the respondents, and it was thereupon agreed by the said parties hereto and their respective counsel to proceed with the taking of the testimony and of said witnesses forthwith, and to waive the provisions of the stipulation above referred to in respect to the postponement of the taking of
 60 this testimony until the 25th day of November.

Thereupon Captain M. PINCKNEY, a witness produced on behalf of the respondent being duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

(Exhibit No. 18 U. S.)

Q. (By Mr. Hughes.) Give your full name? A. M. Pinckney.

Q. Where do you reside, Captain? A. Well, I am living in Victoria, at present.

Q. You are a master mariner, are you? A. Yes, sir.

Q. How long have you been a master? A. 32 years.

Q. On what vessel, if any, did you sail as master during the winter and spring and summer of 1892? A. The "Henrietta."

Q. Is the "Henrietta" a British vessel? A. Yes, sir, she has a British register.

Q. Registered at the Port of Victoria? A. Yes, sir.

Q. Owned by whom? A. Well, Mr. Spring, I believe, owns her.

Q. Charles Spring? A. I think his name is on the register.

Q. He is the owner? A. Well, he owns a half of her.

20 Q. Did the boat clear from Victoria? A. Yes, sir.

Q. When? A. About the 11th, I think, of March.

Q. Where were you bound for? what kind of a voyage?

A. Well, we were bound coastways, up the coast, and finally on a sealing voyage in the North Pacific.

Q. Did you clear for a sealing voyage to the North Pacific? A. Yes, sir.

Q. Did you have any cargo or supplies on board except your ordinary necessary ship's supplies and sealing and hunting outfit? A. No, sir, only a few packages.

30 Q. What else were you going to say? A. I say we had a few packages of goods for the store up at Coyuga.

Q. On Vancouver Island? A. Yes, sir.

Q. Those you left there on your way up? A. Yes, sir, at the store.

Q. After you left Coyuga on Vancouver Island did you have anything for any other place? A. No, sir, only our stores.

Q. Only your ship's stores and sealing outfit? A. That is all.

40 Q. Were you bound for Alaska or for any place in Alaska? A. No, sir; no place in particular.

Q. You were engaged in seal hunting, were you? A. Yes, sir.

Q. Back and forth along the coast of Alaska? A. Yes, sir.

Q. Did you go into Tonki Bay at that time? A. Yes, sir; I was in there.

Q. When did you go in there? A. Well, I think it was about the 19th of June—not the 19th; the 29th.

50 Q. Did you find any other vessel in there? A. I think there was one or two there; yes, sir.

Q. What other vessel do you remember? A. Well, there was the "Kate," and the "Catherine," I think, they called her.

Q. Who was the owner of the "Kate"? A. Mr. Spring.

Q. The same owner that owns the "Henrietta," the one you were master of? A. Yes, sir.

Q. Now you may tell just what you did in Tonki Bay?

60 A. Well, I got wood and water there, and as the "Kate" was going home disabled, I put aboard 108 skins.

Q. Those were all the skins that you had taken up to that time, were they? A. No, sir; I had taken some before on the coast, but I had left them at Coyuga.

Q. But those were all that you had taken after you had

(Exhibit No. 18 U. S.)

left Coyuga on Vancouver Island during your sealing hunt in the North Pacific? A. Yes, sir.

Q. You put them on board the "Kate" because she was going to return to Victoria, you say? A. Yes, sir.

Q. Did you receive anything from the "Kate"? If so, what and for what reason? A. Yes sir, I received a few packages of provisions as I thought she would not require them as she was going home. She had been fitted out for the whole season, and for fear we might be a little short of some things we got a few extra things.

Q. From her? A. Yes sir.

Q. Such as her master thought she would not need? A. Well, I thought probably we might need them and to make sure of it got them from her.

Q. They were things that the "Kate" did not need? A. No, she was going home.

Q. Now you put those skins on board the "Kate" and received those supplies at what place? A. At Tonki Bay, I think that we called it.

Q. It was where you were anchored? A. Yes sir. Is what they called on my chart—it had another name to it.

Q. But it was the bay called Tonki on Tonki Island? A. Yes, sir.

Q. This occurred in the bay, did it? A. Well as it was an uninhabited Island I did not know anything to the contrary to prevent it—no inhabitants there. I did not know that there was any harm to do it.

Q. Did you know that it would be in violation of any law? A. No sir, I did not.

Q. Was there any intention on your part to have anything taken into the United States? A. No sir, not the least, we had nothing—all we had we wanted ourselves.

Q. Was there anything that you received taken into the United States, or was it kept and used by you? A. No sir it was kept on board the ship.

Q. You put nothing on board the "Kate" except those skins which were brought to Victoria? A. That is all sir, —well, some of my crew went down in her, some Indians.

Q. You were afterwards seized, were you? A. Yes, sir.

Q. And all your ship's papers were taken, were they? A. Yes, sir, and guns.

Q. Taken by the Government officers? A. Yes, sir; United States cutter—cruiser "Yorktown."

Q. The supplies you had on board were what you had left from the time of receiving the additional supplies at Tonki Bay? A. I beg your pardon?

Q. I ask you whether or not you had any other supplies on board except what remained of those you had left from your outfit and from what you received at Tonki Bay? A. No, sir; I had no other supplies.

Q. How many skins did you have on board at the time your vessel was taken? A. 420, sir.

Q. Were they taken after the transfer in Tonki Bay on the 29th of June? A. Yes, sir.

CROSS-EXAMINATION by Judge Dewees:

Q. Were you not instructed not to make any transfers inside of Alaskan waters? A. No, sir.

Q. How long had you been sealing prior to that time on that voyage? A. Well, we left on about the 11th or 12th of March from Victoria, and from Coyuga I think we left about the 6th of May to go north.

Q. What course did you take then? A. Oh, well, we

(Exhibit No. 18 U. S.)

worked along the coast, all along the coast about 30 to 75 miles a day.

Q. Did you make any other entries into the inland? A. We called at Baker Island to get water there.

Q. Any other? A. No, sir.

Q. Were there any other ships inside of Tonki Bay? A. Yes, sir; there was one or two there.

10 Q. What were they besides the "Kate"? A. Well, there was the "Catharine."

Q. What else? A. I don't know—there might have been another vessel there, but I don't know their names.

Q. Was Tonki Bay a resort for sealers? A. Not that I am aware of. I don't know. I heard it was a good place in case you wanted water or anything like that. It was handy. I did not know much about the coast. I never have been up there much as master in the sealing trade.

Q. What pay, if any, did you get for the provisions that 20 you put aboard, that you got from the "Kate"? A. I did not pay anything.

Q. Did you agree to pay anything? A. No, sir.

Q. Were they a present to you? A. Well, I do not know. They belonged to the same owners and I took them. We did not make any agreement at all. Something he did not want, and I thought I would require. I did not really need the provisions but to make sure of them—

Mr. Hughes (interrupting): Why did you take the provisions? A. Merely to make sure and have enough. I 30 did not know what might happen.

Q. You expected to continue sealing all the rest of the summer and fall, didn't you? A. Yes, sir.

Q. And took the provisions as a precaution merely, lest you might run out? A. That is all, sir.

Q. Now, did you, when you went in there, go in for the purpose of transferring these skins to the "Kate"? A. No, sir.

Q. Did you know that the "Kate" was there at the 40 time? A. No, sir.

Q. For what purpose did you go in? How did you come to go in? A. I went in there for water and to repair my sails.

Testimony of witness closed.

M. PINCKNEY,
Master.

Signed before me this 9th day of November, 1892. Witness my hand and the seal of the consulate, at Victoria, B. C.

50 [L. S.] LEVI W. MYERS,
U. S. Consul and Commissioner.

CHARLES SPRING, a witness called on behalf of the respondents, being first duly sworn, testifies as follows:

By Mr. Hughes:

Q. Where do you live? A. Victoria, British Columbia.

Q. How long have you lived here? A. All my life.

Q. Are you the owner of the schooner "Henrietta"? A.

60 Yes, sir.

Q. What kind of a schooner is she? A. A vessel of about 31 tons.

Q. She registered at the port of Victoria? A. Yes, sir.

Q. She is a British vessel? A. Yes, sir; she left Victoria on a sealing, hunting and fishing voyage.

(Exhibit No. 18 U. S.)

- Q. Who was her captain? A. Capt. Pinckney.
 Q. Are you also owner of the "Kate"? A. Yes, sir.
 Q. Did the "Kate" leave Victoria on the same kind of a voyage last spring? A. Yes, sir.
 Q. She is registered at Victoria, and is a British vessel?
 A. A British vessel.
 Q. And cleared from the same port of Victoria on the same kind of a voyage to the North Pacific? A. Yes, sir.
 Q. What timowd she return? A. Some time during the latter part of July.
 Q. Do you know why she returned? A. On account of the timidity of the crew that happened to be on her at the time, thinking that she was not able to go on the voyage, although the Captain was willing to go on, but they considered she was not quite able; and the crew made the objection on account of the forehead mast being carried away. But the Captain thought she would be all right, but under those circumstances he came home.
 Q. Did she bring back any skins from the "Henrietta"?
 A. Yes, sir.
 Q. How many? A. 108; I believe that is the number.
 Q. Do you know as to whether any of her supplies were left on the "Henrietta" when the "Kate" came back? A. I believe so.
 Q. They were owned by you also? A. Yes, sir.
 Q. Did you ever direct any of your masters, either of the "Henrietta" or the "Kate," to enter in any bay or harbor on the coast of Alaska, and transfer or load or unload anything into the United States? A. No, sir.
 (Testimony of witness closed.)

C. SPRING.

Signed before me this 9th day of November, A. D. 1892.
 Witness my hand and the seal of the Consulate at
 Victoria, B. C.

[L. S.]

LEVI W. MYERS.

U. S. Consul and Commissioner.

40 In the United States District Court for the District of
 Alaska. In Admiralty.

The United States

vs.

The schooner "Henrietta," her
 boats, tackle, apparel, furni- } No. 353.
 ture and cargo. }

I, Levi W. Myers, American Consul at the port of Victoria, in the Province of British Columbia, do hereby certify that, in pursuance of the stipulation and commission hereto attached and returned herewith and by virtue of the power and authority therein conferred upon me, I did on the 27th day of October, 1892, cause the witnesses hereinafter enumerated to appear before me and give their testimony herein at the rooms of the Board of Trade in the City of Victoria, B. C., and at said time and place there was present, as counsel on behalf of the United States, F. P. Dewees, Esq., and as counsel on behalf of the respondent and intervenor, E. C. Hughes, Esq., and I do further certify that I did cause the testimony of said witnesses to
 60 be taken down in writing by stenographers by me duly sworn faithfully to report and transcribe said testimony and that thereupon Charles Spring and M. Pinckney after being duly sworn to testify to the truth, the whole truth and nothing but the truth, did give their testimony on behalf of the respondent and intervenor.

(Exhibit No. 18 U. S.)

I do further certify that the foregoing depositions of said witnesses hereinabove named were thereupon transcribed and read over by the said witnesses in my presence, and by said witnesses subscribed to before me.

And I further certify that the foregoing depositions of the said witnesses constitute the whole testimony so taken before me in pursuance of said commission and that the same are hereunto attached and returned herewith.

In witness whereof, I have hereunto subscribed my name and affixed my consular seal at the Port of Victoria, Province of British Columbia, this 9th day of November, 1892.

LEVI W. MYERS,

[L. s.]

U. S. Consul and Commissioner.

(Endorsed)—United States Consulate at Victoria, B. C.,
United States vs. The schooner "Henrietta," her
boats, tackle, apparel, furniture and cargo.—N. R.
Peckinpagh, Clerk of the U. S. District Court.—In
and for the District of Alaska.—Sitka, Territory of
Alaska.—Filed Nov. 19, 1892.—N. R. Peckinpagh,
Clerk.—[L. s.]

And afterward to wit, on October 3, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

United States

vs.

30 Schooner "Henrietta," her } No. 353.
boats, tackle, apparel, furni-
ture and cargo.

Comes now the parties and it being suggested that F. P. Dewees, Esq., is of counsel for plaintiff. It is ordered that he be entered of record as such attorney in said cause.

And afterwards to-wit, on November 19, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

United States

vs.

Schooner "Henrietta." } No. 353.

Comes now C. S. Johnson, United States Attorney, and presents in open Court the account of R. C. Rogers, duly appointed Commissioner to take testimony in said cause, for taking and certifying depositions therein in the sum
50 of \$40.00.

And the Court being sufficiently advised, it is ordered that the said account be and the same is hereby approved and allowed in the sum of \$40.00.

And afterwards to-wit, on December 13, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

United States

vs.

60 Schooner "Henrietta." } No. 353.

It appearing to the Court that there is now in the office of the Clerk of the Court a large number of depositions taken in said cause pursuant to stipulation on file in that behalf, and the United States Attorney appearing for the

(Exhibit No. 18 U. S.)

plaintiff in open Court, moves that an order be made opening said depositions. It is therefore ordered, and the Clerk of this Court is hereby directed to open said depositions and hold them subject to the inspection of the attorneys of and parties to said suit.

And on September 25, 1893, libelant filed motion to dismiss suits, which is in words and figures following, to wit:

In the United States District Court for the District of Alaska.

The United States	} No. 353.
<i>vs.</i>	
The Schooner "Henrietta," etc.	} Motion.

Comes now the libelant in this action, by C. S. Johnson U. S. Attorney, and moves the Court to dismiss the libel and action in the case of John Thoreson *et al vs.* The Schooner "Henrietta," &c., for the reason that said vessel was seized by the libelant for violations of law, said seizure having been made more than four leagues from shore, and brought to Sitka for trial; and libelant having dismissed its libel in that behalf, and said vessel having been ordered turned over to the British Government for trial under the "Modus Vivendi" entered into between Great Britain and the United States relating to the seal fisheries, said vessel is not liable in any other action, or subject to process in any other cause than the one for which she was seized.

C. S. JOHNSON,
U. S. Attorney.

(Endorsed)—No. 353.—In U. S. Dist. Court, Dist. of Alaska.—The United States *vs.* The "Henrietta," etc.—Motion to dismiss suit of John Thoreson, *et al*—Filed Sept. 25, 1893.—N. R. Peckinpaugh, Clerk.—C. S. Johnson, U. S. Attorney.

And on September 25, 1893 libelant filed motion to dismiss attachment of Willoughby Clark, which is in words and figures following, to-wit:

In the United States District Court for the District of Alaska.

The United States	} No. 353.
<i>vs.</i>	
The Schooner "Henrietta," etc.	

Comes now the above libelant by C. S. Johnson, U. S. Attorney and moves the Court to dismiss the attachment suit of Willoughby Clark against the "Henrietta" etc., for the reason that said vessel and cargo are not liable to attachment or other process in said action.

C. S. JOHNSON,
U. S. Attorney.

(Endorsed)—No. 353.—In U. S. Dist. Court, Dist. of Alaska.—United States *vs.* The "Henrietta" etc.—Motion to dismiss attachment of Willoughby Clark.—Filed Sept. 25, 1893.—N. R. Peckinpaugh, Clerk.—C. S. Johnson, U. S. Attorney.

And on the same date the libelant filed motion to dismiss libel, which is in words and figures following, to-wit:

(Exhibits Nos. 18 U. S. and 110 and 111.)

In the United States District Court, District of Alaska.

The United States	} No. 353.
<i>vs.</i>	
The Schooner "Henrietta," etc.	} Motion to dismiss.

Comes now libellant by C. S. Johnson, U. S. Attorney and moves the Court to dismiss the libel herein, before filed and discharged said vessel etc. from custody.

C. S. JOHNSON,
U. S. Attorney.

(Endorsed)—No. 353.—In U. S. Dist. Court, Dist of Alaska.—The United States *vs.* The "Henrietta."—Motion to dismiss libel.—Filed September 25, 1893.—N. R. Peckinpaugh, Clerk.—C. S. Johnson, U. S. Atty.

United States, District of Alaska.

20 In the United States District Court, District of Alaska.

United States	}
<i>vs.</i>	
Schooner "Henrietta" <i>et al.</i>	}

Received of N. R. Peckinpaugh, Clerk of the District Court of the United States, for said District, the following ship's papers, documents and books, to-wit:

Certificate of British Registry.....	Exhibit "A."
Agreement and Account of Crew.....	Exhibit "B."
30 Copy of Agreement to be made accessible to	
Crew.....	Exhibit "C."
Coasting License.....	Exhibit "D."
Report Outward.....	Exhibit "E."
Bill of Health.....	Exhibit "F."
Clearance.....	Exhibit "G."
Log Book.....	Exhibit "H."
Official Log Book.....	Exhibit "I."

Said cause having been dismissed and said vessel, etc.,
40 ordered to be released from custody.

Sitka Alaska.
November 23, 1893.

M. PINCKNEY,
Master Schooner "Henrietta."

(Endorsed)—District Court of the U. S. for the Dist. of Alaska.—United States *vs.* Schooner "Henrietta" *et al.*—Receipt of Master of ship's papers delivered by the Clerk of the Court.

50 **Claim No. 24, "Winnifred."**

EXHIBIT No. 110 (G. B.), CLAIM No. 24.

Transcript of Registry, schooner "Winnifred," November 13, 1879, to February 4, 1891.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

60 **EXHIBIT No. 111 (G. B.), CLAIM No. 24.**

Certified copies of Libel, Schedule, Answer and Decree in proceedings in United States District Court in Alaska in case of United States *vs.* "Winnifred."

(Exhibit No. 111.)

In the District Court of the United States for the District of Alaska, in Admiralty.

Pleas and proceedings began and had in the District Court of the United States for the District of Alaska.

The United States

^{vs.}
10 The Schooner "Winifred," her boats, }
tackle, apparel, furniture and cargo.

Be it remembered: That at a stated term, to wit, the May term, 1892, of the District Court of the United States, for the District of Alaska, began and held at Sitka, in said District, on Monday the second day of May, 1892, and adjourned from time to time until August 19, 1892, when C. S. Johnson, Esq., U. S. Attorney for the District of Alaska, presented and filed the libel of information in said cause, which is in words and figures following, to wit:

In the United States District Court in and for the District of Alaska.

Of the May Term, in the year one thousand eight hundred and ninety two.

The United States

^{vs.}
30 The Schooner "Winifred," her boats, }
tackle, apparel, furniture and cargo.

To the Honorable Warren Truitt, Judge of the United States District Court for the District of Alaska.

The libel of information of C. S. Johnson, Attorney of the United States for the District of Alaska, who prosecutes on behalf of the United States, and being present in Court in his proper person, in the name, and on behalf of the United States against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and against all persons intervening for their interest therein in a cause of forfeiture, alleges and informs as follows:

That Washington A. Coulson, a captain in the United States Revenue Cutter Service, duly commissioned by the President of the United States, and then and there commanding the United States Revenue cutter "Rush" on duty in the waters of Alaska, and duly authorized in the premises, heretofore, on or about the 20th day of July, 1892, near Omak Island, in Berings Sea, latitude 55° 22' 54' North, longitude 163° 35' West, within the District of Alaska, and within the jurisdiction of this Court, on waters navigable from the sea by vessels of ten or more tons burden, seized the vessel commonly called a schooner, and known as the "Winifred," her boats, tackle, apparel, furniture and cargo, and turned the same over to the Collector of Customs for the Port of Sitka, in said District of Alaska, where they now are, said vessel, her tackle, apparel, boats, furniture and cargo being the property of William Henry Dyer and Robert Sharp, of Victoria, in British Columbia, said owners not being citizens of the United States, as forfeited to the United States for the following among other reasons and causes:

1st. That on or about the 20th day of June, 1892, within the limits of the United States, within the limits of Alaska Collection District and within the waters thereof, within

(Exhibit No. 111.)

four leagues of the coast of said District, and within the jurisdiction of this Court, to wit: At or near the island of Afognak, there was unladen from the British schooner "Libbie" one sack of potatoes, from the British schooner "Venture" ten bags of salt and a large quantity of coal, and from the British steamer "Coquitlan" one case of canned beef. That each of said vessels so unloading said merchandise were from a foreign port, were laden with merchandise, were bound for the United States, and were on or about the 19th day of June, 1892, anchored in the bay of Tonki in said Island of Afognak, and in said collection district of Alaska. None of said vessels at the time of so unloading said merchandise had come to the proper place for the discharge of their cargo, or any part thereof. Nor had any of them been authorized by the proper officer of the Customs of said District, to unload the same, and said unloading was not made necessary by any unavoidable accident, necessity or distress. That all of said merchandise so unladen was then and there put and received into said schooner "Winifred," with the knowledge and consent of one G. M. O. Hansen, who was then and there master of said vessel, and contrary to Sections 2867 and 2868 of the Revised Statutes of the United States in such case made and provided.

2nd. And said C. S. Johnson, attorney for the United States for the District of Alaska, further alleges and informs: That said schooner "Winifred" is a foreign vessel, owned in Victoria, in British Columbia, as herein before described; That on the 20th day of February, 1892, said vessel cleared from the foreign port of Victoria, British Columbia, having on board "ballast and stores"; That on or about the 13th day of June, 1892, said vessel so laden arrived in the waters of the United States from said foreign territory, adjacent to the northwestern frontier of the United States, in a small bay called Tonki, in the Island of Afognak, said island being the property and domain of the United States, and lying adjacent to the mainland of the Territory of Alaska, within the Collection District of Alaska and within the jurisdiction of this Court, and came to anchor within said bay; That at the times complained of herein, G. M. O. Hansen was the master and in charge of said schooner "Winifred;" That said master did not report at the office of the Collector or the deputy Collector of Customs, nearest to said Tonki Bay, nor did he report to any Collector or deputy Collector of Customs for said District of Alaska, nor did he obtain or receive a special permit from any Collector or deputy Collector to proceed further inland, or to unlade or take in cargo.

Yet said vessel on or about the 20th day of June, 1892, within said Tonki Bay, within the waters of the United States and within the jurisdiction of this Court, did unlade a part of her cargo, to wit: One hundred fur seal skins and , and did transfer said seal skins to the British schooner "Favorite" or some other foreign vessel, and did then and there receive and take in from the steamer "Coquitlan" a large amount of merchandise, consisting of salt, coal, canned beef, etc., all contrary to the provisions of Section 3109 of the Revised Statutes in such case made and provided.

And the said attorney saith, that all and singular the premises are true and within the admiralty and maritime

(Exhibit No. 111.)

jurisdiction of the United States and this Honorable Court, and that by reason thereof, and by force of the Statutes in such case made and provided, the aforementioned vessel, her boats, tackle, apparel, furniture and cargo, and all things found upon or appertaining to her, become and are forfeited to the use of the United States of America.

- 10 Wherefore, the said attorney prays that the usual process and monition of this Honorable Court issue in this behalf, and that all persons interested in the aforementioned vessel and cargo be cited in general and special to answer the premises, and all due proceedings being had, that the said vessel, her boats, tackle, apparel, furniture and cargo, and all things found upon and appertaining to said vessel, may, for the causes aforesaid and others appearing, be condemned to the use of the United States of America according to the forms of the statutes of the said
20 United States in such case made and provided.

C. S. JOHNSON,

United States District Attorney for the
District of Alaska.

(Endorsed)—No. 345.—In the U. S. Dist. Court, Dist. of Alaska.—The United States *vs.* The schooner "Winifred."—Libel of Information.—Filed Aug. 19, 1892. N.R.—Peckinpugh, Clerk.—C. S. Johnson, U.S. Atty.

- 30 And on the 22d day of August, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures, following, to-wit:

United States	} No. 345.
<i>vs.</i>	
Schooner "Winifred,"	
her boats, tackle, apparel, furniture and cargo.	

- Come now R. W. Beasley, Edward deGroff, and W. R.
40 Mills, the appraisers herein heretofore appointed to appraise the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and are now duly sworn to discharge their duty as such appraisers.

In the United States District Court for the District of
Alaska.

The United States	} No. 345.
<i>vs.</i>	
50 Schooner "Winifred," her tackle, apparel, furniture, and cargo.	

We the undersigned, having been appointed appraisers by the Honorable Warren Truitt, Judge of the United States District Court for the District of Alaska, to appraise the above named schooner, her boats, tackle, apparel, furniture and cargo, beg leave to report the following:

- We the undersigned having met on the 21st day of August, 1892, have appraised the said schooner "Winifred," her boats, tackle, apparel, furniture and cargo, as follows:
60

Schr. "Winifred," her tackle, apparel and furniture.....	\$770 00
4 Boats.....	182 00
1 Fog Gun.....	10 00
475 lbs. Shot.....	30 75

(Exhibit No. 111.)

65 lbs. Powder	12 00
1 Lot empty shells in boxes and sacks	1 00
1 1/2 Tons salt	23 00
40 Fur seal skins	415 00
1 Bbl. salmon	6 00
1 Box biscuit	1 00
2 Mats rice	1 50
10 1 Box raisins	1 00
3 " s. lime juice	1 50
3 Sacks Beans	3 60
1 Box candles	2 00
1 Can coal oil	1 50
2 Kits pickles	1 00
5 Sks. flour	3 00
3 Tins coffee, 15 lbs.	3 75
3 Boat compasses	5 00
2 Cases corned beef	4 00
20 1/3 Tin matches	50
1 Keg sugar (155 lbs.)	6 20
1 " syrup (4 Gals.)	1 25
20 M gun wads	10 00
230 Cartridges (45/60)	6 00
8 M primers	8 00
1 Reloading tool (No. 38)	1 00
4 Rifles	40 00
6 Shot-guns	100 00

30 Total..... \$1,651 55

R. W. BEASLEY.
EDWARD DEGROFF.
W. R. MILLS.

And on September 23rd, 1892, the oath and report of Appraisers were filed in said cause, which are in words and figures following, to wit:

In the United States District Court, District of Alaska:

40 United States
Schooner "Winifred," her tackle, ap- } No. 345.
parel, furniture and cargo.

R. W. Beasley, Ed. de Groff, W. R. Mills, the duly appointed appraisers appointed by order of this Court in the above entitled cause to appraise the value of the schooner "Winifred," her tackle, boats, apparel, furniture and cargo, being first duly sworn, each for himself, and not one for another, says: I will justly and honestly appraise the value of the schooner "Winifred," her boats, tackle, apparel, furniture and cargo. So help me God.

[L. s.] R. W. BEASLEY,
EDWARD DEGROFF,
W. R. MILLS.

Subscribed and sworn to in open Court }
this 22nd day of August, 1892. }
N. R. PECKINPAUGH, Clerk.
By A. A. MEYER, Deputy.

60 (Endorsed).—No. 345.—In Dist. Court, Dist. of Alaska.—United States vs. Schooner "Winifred."—Oath and report of Appraisers.—Filed August 23, 1892.—N. R. Peckinpugh, Clerk.—By A. A. Meyer, Deputy.

(Exhibit No. 111.)

And on September 22, 1892, defendants filed their answer herein in said cause, which is in words and figures following, to wit:

In the U. S. District Court of the United States in and for the District of Alaska. In Admiralty.

	The United States	} No.
	<i>vs.</i>	
10	The Schooner "Winifred," her boats, tackle, apparel, furniture and cargo.	} Answer.

The answer of Charles Spring intervening for his interest as the managing owner of the said Schooner "Winifred," her boats, tackle, apparel, furniture and cargo, to the libel of C. S. Johnson, Attorney for the United States for the District of Alaska, filed in the above entitled cause, in behalf of the United States, alleges as follows:

20 I.

That he denies that one William Henry Dyer and Robert Sharp of Victoria, in the Province of British Columbia, are the owners of the said Schooner "Winifred," but avers that he is the managing owner thereof.

II.

30 Answering article one of said libel of the United States, he admits that on or about the 20th day of June, 1892, there was unladen from the British Schooner "Venture," certain salt, but he denies that any coal was unladen therefrom, or that any corned beef was unladen from the British Steamer "Coquitlam;" that he denies that the same was so unladen within the limits of the Alaska Collection District, or within the waters thereof, or within four (4) leagues of the coast of said District. That he admits that the said vessels were from a foreign port, but he denies that the same were laden with merchandise or bound for the United States.

40 That he admits that the said salt so unladen from the said schooner "Venture" was put and received into the said schooner "Winifred"; that he denies that the same was so done in violation of Sections 2867 and 2868 of the Revised Statutes of the United States, or with intent to violate any of the customs or revenue laws of the United States, or with intent to defraud the United States in any manner whatsoever. That the remaining allegations in said Article One are in great part false and untrue, and the truth in relation thereto is as hereinafter set forth.

II.

50 Answering Article Two of said libel defendant states that he admits that the said schooner "Winifred" is a foreign vessel, owned in Victoria, British Columbia, and that on or about the 20th day of February, 1892, she cleared from the said port of Victoria, having on board ballast and stores necessary for her voyage. That he admits that on or about the day of June, 1892, she entered a small bay called Tonki Bay, on the coast of the Island of Afognak; and avers that she so entered said bay for the purpose of obtaining a supply of fresh water 60 for the prosecution of her said voyage. That he admits that afterwards, and on or about the 20th day of June, 1892, he did unlade about one hundred (100) fur seal skins, and did transfer the same to the British schooner "Favorite," or some other foreign vessel, and did then and there receive from the said schooners "Libbie" and "Venture,"

(Exhibit No. 111.)

a small amount of salt, coal and canned beef, but defendant is informed and believes, and so charges the fact to be, that the said fur seal skins and said salt, coal and canned beef were so delivered and received outside of the limits of the Collection of Alaska, and outside of the waters of the United States. That the remaining allegations of said Article Two in said libel are in great part false and untrue, and the truth in the premises is as hereinafter set forth.

III.

Further answering, defendant states that he is a citizen and resident of Victoria, in the Province of British Columbia and Dominion of Canada, and is the owner of said schooner "Winifred"; that the said schooner "Winifred" is a foreign vessel, registered at the said port of Victoria, in the Dominion of Canada. That on or about the 20th day of February, 1892, the said schooner cleared from the said port of Victoria for the North Pacific Ocean on a sealing voyage, to be prosecuted in the open waters of the said ocean, and thence to return to the said port of Victoria; that the said schooner was at no time bound to the United States, nor was she laden with any merchandise bound to the United States. That in the prosecution of her said sealing voyage, and on or about the 13th day of June, 1892, she entered the said Tonki Bay in distress for the purpose of securing fresh water, and not with any intent to violate any of the customs or revenue laws of the United States, nor with any intent to defraud the United States in any manner whatsoever; that subsequently thereto she transferred about one hundred (100) fur seal skins, caught by her in the prosecution of her said sealing voyage, to the said Schooner "Favorite," at a point, as the defendant is informed and believes, more than four (4) leagues from the coast of the United States, which said seal skins were so transferred for the sole purpose of being conveyed and delivered directly to this defendant at the said port of Victoria, and that at the same time and place she received from the said schooner "Venture" a small quantity of salt, which the said schooner was about to throw overboard, and from the said schooners "Libbie" and "Venture" a small quantity of coal and corned beef, all of which articles were given to the said schooner "Winifred" by the aforesaid schooners "Libbie" and "Venture" and without purchase or compensation, and the same was of trifling value and was so given solely for the purpose of affording a temporary supply for the necessities of the said schooner "Winifred" and the said skins were so delivered, and the salt, coal and beef were so received without any intention on the part of this defendant, or of the masters or officers of any of said schooners to violate any of the customs or revenue laws of the United States, or to defraud the United States in any manner whatsoever.

IV.

That all and singular the premises in this answer set forth are true; and that each and every of the allegations contained in the libel of the libellant herein, not in this answer expressly admitted, are false and untrue.

Wherefore, this defendant prays that this Honorable Court will be pleased to pronounce against the libel aforesaid and to condemn the libellant in costs herein, and to

(Exhibit No. 111.)

release and discharge the said fur seal skins unto the said several owners thereof, and to pronounce against the forfeiture thereof; and otherwise law and justice to administer in the premises.

HUGHES, HASTINGS & STEDMAN.

Proctors for Respondent.

10 E. C. HUGHES,
Advocate.

Dominion of Canada, Province of British Columbia, ss.:

Charles Spring being duly sworn, deposes and says that he is the managing owner of the schooner "Winifred" libeled and seized, in the above entitled proceedings, that he has read the foregoing answer, knows the allegations thereof, and the same are true as he verily believes.

CHARLES SPRING.

20 Subscribed in my presence and sworn to before me by
the said Charles Spring, this 10th day of September, A. D.
1892.

LEVI W. MYERS,
American Consul for the Port of Victoria,
Province of British Columbia, Dominion
of Canada duly commissioned. (L. S.)

Copy of within answer received and due service of the
same acknowledged Sept 1892.

C. S. JOHNSON,
Atty. for Libelant.

30 (Endorsed)—No. 345.--In the U. S. Dist. Court, Dist. of
Alaska.—United States *vs.* Schooner "Winifred."—
Hughes, Hastings & Stedman, Proctors for Resp.—
Answer.—Filed Sept. 22, 1892, N. R. Peckinpauqh,
Clerk.

And on March 1st, 1894, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to-wit:

40 In the United States District Court for the District of
Alaska.

The United States	} No. 345.
<i>vs.</i>	
The Schooner "Winifred," her boats,	} Decree.
tackle, apparel, furniture and cargo.	

The Marshal having returned on the monition issued to him in the above entitled action, that in obedience thereto he attached the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and gave due notice to all
50 persons claiming the same to appear before this Court on the 22nd day of September, 1892, at 10 o'clock in the forenoon, at Sitka, in said District of Alaska, then and there to interpose their claims and make their allegations in that behalf. And Charles Spring, of Victoria, British Columbia, having heretofore filed a claim as managing owner of said schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and an answer to the libel of information filed herein, and no other person having appeared, and no other claim or allegation having been made, and
60 the said cause having been heard on the pleadings and proofs, C. S. Johnson, United States District Attorney, appearing as proctor for libelant, and E. C. Hughes, Esq., proctor for said claimant, and the usual proclamation having been made, and said cause having been submitted to the Court for decision, and due deliberation being had

(Exhibit No. 19 U. S.)

in the premises, and the Court having filed its findings of fact and conclusions of law herein, it is now ordered, adjudged and decreed as follows:

First. That all persons whomsoever, other than claimants, be and they are hereby decreed in contumacy and default.

Second. That said schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and all property found upon or appertaining to said vessel be, and the same are hereby condemned as forfeited to the United States.

Third. That unless an appeal be taken from this decision within the time prescribed by law and the rules of Court, the usual writ of *venditioni exponas* be issued to the Marshal, commanding him to sell all of said property and bring the proceeds into this Court to be distributed according to law. Costs to be awarded and taxed against claimant.

20 Dated March 1st, 1894.

WARREN TRUITT,
U. S. Dist. Judge.

United States Exhibit.

EXHIBIT No. 19 (U. S.), CLAIM No. 24.

Transcript of the portions of record and proceedings in United States District Court in Alaska in case of United States *vs.* "Winifred," which are not included in Exhibit No. 111 (G. B.), printed above.

And on August 19th, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

The United States

vs.

The Schooner "Winifred," her boats, tackle, apparel, furniture and cargo.

No. 345.

40 Now, on this 19th day of August, 1892, comes C. S. Johnson, United States District Attorney, and files a libel of information against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and against all persons intervening for their interest therein in a cause of forfeiture for violation of Sections of the Revised Statutes of the United States.

It is therefore ordered that the Clerk of this Court issue the usual process and monition and a writ of attachment 50 directed to the Marshal of said District, returnable on Thursday the 22nd day of September, 1892, at 10 o'clock A. M., directing and commanding him to make seizure and take into his possession the said schooner "Winifred," her boats, tackle, apparel, furniture and cargo.

It is further ordered by the Court that Orville T. Porter, United States Marshal, cause due notice of said seizure to be made and given and also of the information on file, by causing the substance of said information and of the order of the Court, setting forth the time and place appointed for trial, to be published in the *Alaska Herald*, a 60 newspaper of general circulation, printed and published at Sitka, in said District, and post up the same in the most public place for a period of four weeks.

And on the same date, to-wit: on the 19th day of August, 1892, the following further proceedings were had

(Exhibit No. 19 U. S.)

in said cause and appear of record, which are in words and figures following, to-wit:

The United States

vs.
The Schooner "Winifred," her boats, } No. 345.
tackle, apparel, furniture and cargo.

10 Comes now E. C. Hughes, Esq., proctor for claimant, and moves the Court for leave to file the claim of intervention of G. M. O. Hansen, intervening for the owners of the schooner "Winifred," her boats, tackle, apparel, furniture and cargo.

Said motion having been by the Court considered, it is ordered that leave be granted to file said claim.

It is further ordered by the Court that R. C. Rogers, Esq., be and he is hereby appointed a Commissioner to take the testimony on part of the libelant at Sitka, Alaska, commencing on the 22d day of September, 1892, 20 and likewise at such time and place to take such testimony on behalf of the claimants as they may produce.

And on the 19th day of August, 1892, the claimant filed the claim of owners in said cause, which is in words and figures following, to-wit:

In the United States District Court in and for the District of Alaska.

The United States

vs.
30 The Schooner "Winifred," her boats, } No. 345.
tackle, apparel, furniture and cargo. } Claim of Owners.

To the Hon. Warren Truitt, Judge of said Court:

G. M. O. Hansen, master of the schooner "Winifred," intervening for the interest of G. M. O. Hansen and Charles Spring of Victoria, in British Columbia, the owners of the schooner "Winifred," her tackle, apparel, furniture, engines, boilers and cargo, intervening for the interest of said owners, hereby claims the said schooner, her boats, tackle, apparel, furniture and cargo, and says that 40 the above named persons are the true and *bona fide* owners thereof, and no other person is the owner thereof, and thereupon the said claimant prays a restitution of the same to him, and otherwise right and justice to be administered in the premises.

GUSTAVE M. O. HANSEN,
Claimant.

E. C. HUGHES,
Proctor for Claimant.

Subscribed and sworn to before me by the said G. M. O. Hansen this 19th day of August, A. D. 1892.

N. R. PECKINPAUGH,
Clerk U. S. Dist. Court.

By A. A. MEYER, Deputy.

(Endorsed)—No. 345.—The United States *vs.* The Schooner "Winifred."—Claim of Intervention.—Filed Aug. 19th, 1892.—N. R. Peckinpaugh, Clerk.

And on August 19th, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

The United States

vs.
The Schooner "Winifred," her boats }
tackle, apparel, furniture and }
cargo. }

Now, on this 19th day of August, A. D. 1892, G. M. O. Hansen, master of said schooner "Winifred," appears

(Exhibit No. 19 U. S.)

herein by E. C. Hughes, his proctor, and makes claim for said schooner, her boats, tackle, apparel, furniture and cargo, on behalf of the owners thereof, and makes application for the appointment of appraisers to appraise said schooner, her boats, tackle, apparel, furniture and cargo.

And thereupon C. S. Johnson, appearing for the United States, and E. C. Hughes, Esq., appearing on behalf of said claimant, and in open Court consenting thereto:

It is hereby ordered by the Court that R. W. Beasley, Ed. de Groff and W. R. Mills, be and they are hereby appointed as appraisers to appraise the said schooner, her boats, tackle, apparel, furniture and cargo, and make return thereof to this Court. And it is further ordered by the Court that upon the giving of a bond duly conditioned in the penal sum equal to the amount of said appraised value, with sureties to be approved by the Court, the said schooner, her boats, tackle, apparel, furniture and cargo be discharged.

WARREN TRUITT,
Judge.

Be it further remembered that on the 20th day of August, 1892, a monition was issued in said cause, which is in words and figures following, to wit:

In the District Court of the United States for the District of Alaska.

The United States

30 *vs.* } No. 345.
The Schooner "Winifred," her boats, tackle, apparel, furniture and cargo. }

The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

Whereas a libel of Information has been filed in the above District Court, by United States Attorney C. S. Johnson, on behalf of the United States and against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and alleges in substance:

40 That Washington C. Coulson, a Captain in the Revenue Marine Service, duly Commissioned by the President of the United States and then and there commanding the United States Revenue Cutter "Rush," on duty in the waters of Alaska, and duly authorized in the premises heretofore on or about the 20th day of July, 1892, near Amak Island in Behring Sea, latitude 55° 22' 45" north, longitude 163° 35' west, within the District of Alaska, and within the jurisdiction of this Court, on waters navigable from the sea, by vessels of ten or more tons burden, seized
50 the ship or vessel, commonly called a schooner and known as the "Winifred," her boats, tackle, apparel, furniture and cargo, and turned the same over to the Collector of Customs, for the port of Sitka, in the District of Alaska, where they now are, said vessel, her boats, tackle, apparel, furniture and cargo, being the property of William Henry Dyer and Robert Sharp of Victoria, in British Columbia, said owners not being citizens of the United States, as forfeited to the United States for the following among other causes:

60 1st. That on or about the 20th day of June, within the limits of the United States, within the limits of the Alaska collection District and within the waters thereof, within four leagues of the coast of said District of Alaska, and within the jurisdiction of this Court, to wit: At or near the Island of Afognak, there was unladen from the British

(Exhibit No. 19 U. S.)

schooner "Libbie," one sack of potatoes, from the British schooner "Venture" ten bags of salt and a large quantity of coal and from the British steamer "Coquitlan," one case of corned beef. That each of said vessels so unloading said merchandise, were from a foreign port, were laden with merchandise, were bound for the United States, and were, on or about the 19th day of June, 1892, 10 anchored in the Bay of Tonki in said Island of Afognak, and in said collection district of Alaska.

None of said vessels at the time of unlading said merchandise had come to the proper place for discharge their cargo, or any part thereof, nor had any of them been authorized by the proper officer of the Customs of said District, to unlade the same, and said unlading was not made necessary by any unavoidable accident, necessity or distress. That all of said merchandise so unladed was then and there put and received into said schooner 20 "Winifred," with the knowledge and consent of one G. M. O. Hansen, who was then and there master of said vessel and contrary to Sections 2867 and 2868 of the Revised Statutes of the United States.

2nd. That said schooner "Winifred" is a foreign vessel, owned in Victoria, in British Columbia, as hereinbefore described; that said vessel on the 20th day of February, 1892, cleared from the foreign port of Victoria, British Columbia, having on board "ballast and stores"; that on or about the 13th day of June, 1892, said vessel, so laden, 30 arrived in waters of the United States, from said foreign territory, adjacent to the northwestern frontier of the United States, to wit, in a small bay called Tonki, in the island of Afognak, said island being the property and domain of the United States, and lying adjacent to the main land of the Territory of Alaska, within the collection District of Alaska, and within the jurisdiction of this Court, and come to anchor within said bay;

That at the times complained of herein G. M. O. Hansen was the master and in charge of said schooner "Winifred"; that said master did not report at the office of the Collector or Deputy Collector of Customs for said District of Alaska. Nor did he obtain or receive a special permit from any Collector or Deputy Collector to proceed further inland or to unlade or take in cargo. Yet said vessel, on or about the 20th day of June, 1892, within said Tonki bay, within the collection district of Alaska, within the waters of the United States, and within the jurisdiction of this Court, did unlade a part of her cargo, to wit, one hundred fur seal skins and more to the British schooner 50 "Favorite" or some other foreign vessel, and did then and there receive and take in from the schooner "Libbie" and "Venture," and from the steamer "Coquitlan" a large amount of merchandise, consisting of salt, coal, corned beef, etc., all contrary to Section 3109 of the Revised Statutes of the United States.

Now, on this 19th day of August, 1892, comes C. S. Johnson, United States District Attorney, and files a libel of information against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and against 60 all persons intervening for their interest therein in a cause of forfeiture for violation of Sections 2867 and 3109 of the Revised Statutes of the United States.

It is therefore ordered that the Clerk of this Court issue the usual process and monition and a writ of attachment directed to the Marshal of said district, returnable on

(Exhibit No. 19 U. S.)

Wednesday, the 22nd day of September, 1892, at 10 o'clock A. M., directing and commanding him to make seizure and take into his possession the said schooner "Winifred," her boats, tackle, apparel, furniture and cargo.

It is further ordered by the Court that Orville T. Porter, United States Marshal, cause due notice of said seizure to be made and given, and also of the information on file, by ¹⁰causing the substance of said information and the order of the Court thereon setting forth the time and place appointed for trial to be published in the *Alaska Herald*, a newspaper of general circulation, printed and published at Sitka in said district, and to post up the same in the most public place for a period of four weeks, and that the time and place of trial is hereby fixed at the City of Sitka, on the 22nd day of September, 1892.

You are therefore hereby commanded to attach the said schooner "Winifred," her boats, tackle, apparel, furniture ²⁰and cargo, to detain the same in your custody until the further order of the Court respecting the same, and give notice to all persons claiming the same, or knowing, or having anything to say, why the same should not be condemned and sold pursuant to the prayer of said libel of information, that they be and appear before said Court to be held in and for the District of Alaska, at Sitka, on the 22nd day of September, 1892, at 10 o'clock in the fore-
³⁰noon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and make their allegations in that behalf, and what you shall have done in the premises, do you then and there make return thereof together with this writ.

Witness the Hon. Warren Truitt, Judge of the said Court, and the seal thereof affixed at the City of Sitka, in the District of Alaska, this 20th day of August, 1892, and of the Independence of the United States the one hundred and seventeenth.

N. R. PECKINPAUGH,
Clerk U. S. Dist. Court.
By A. A. Meyer,
Deputy.

MARSHAL'S RETURN.

United States, District of Alaska, ss.:

Be it remembered that in obedience to the annexed monition, I have attached the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and now hold the same in my possession subject to the order of this Honorable Court.

⁵⁰ And in obedience to the order of the Court made and entered in said cause, I gave due notice of the pending of said libel of information by publication of the within notice of seizure for four weeks successively in the *Alaska Herald*, a newspaper of general circulation, printed and published at Sitka, in said District, and posting up the same in front of the Custom House at Sitka, in said District, for the same period, a copy of said notice is hereto attached and made a part of this return, and I herewith
⁶⁰return this writ duly executed.

ORVILLE T. PORTER,
U. S. Marshal Dist. of Alaska.

Sitka, Alaska, September 22, 1892.

(Endorsed) —No. 345.—In U. S. Dist. Court District of Alaska.—The United States vs. Schooner "Winifred."
—Monition.—Returned and Filed September 22, 1892.
—N. R. Peckinpaugh, Clerk.

(Exhibit No. 19 U. S.)

MARSHAL'S NOTICE OF SEIZURE.

In the District Court of the United States for the District of Alaska.

Whereas a libel of information has been filed in the above District Court by United States Attorney C. S. Johnson, on behalf of the United States and against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and alleges in substance:

10 That Washington C. Coulson, a Captain in the Revenue Marine Service, duly commissioned by the President of the United States, and then and there commanding the United States Revenue Cutter "Rush," on duty in the waters of Alaska, and duly authorized in the premises heretofore on or about the 26th day of July, 1892, near Amak Island, in Behring Sea, latitude 55° 22' 45" north, longitude 163° 35' west, within the District of Alaska, and within the jurisdiction of this Court, on waters navigable
20 from the sea by vessels of ten or more tons burden, seized the ship or vessel, commonly called a schooner, and known as the "Winifred," her boats, tackle, apparel, furniture and cargo, and turned the same over to the Collector of Customs for the port of Sitka, in the District of Alaska, where they now are, said vessel, her boats, tackle, apparel, furniture and cargo being the property of William Henry Dyer and Robert Sharp, of Victoria, in British Columbia, said owners not being citizens of the United States, as forfeited to the United States for the following among
30 other causes:

1st.—That on or about the 20th day of June, within the limits of the United States, within the limits of the Alaska Collection District, and within the waters thereof, within four leagues of the coast of said District of Alaska, and within the jurisdiction of this Court, to wit: At or near the island of Afognak there was unladen from the British schooner "Libbie" one sack of potatoes, from the British schooner "Venture" ten bags of salt and a large quantity of coal, and from the British steamer "Coquitlam" one
40 case of corned beef. That each of said vessels so unloading said merchandise, were from a foreign port, were laden with merchandise, were bound for the United States, and were, on or about the 19th day of June, 1892, anchored in the Bay of Tonki, in said Island of Afognak, and in said Collection District of Alaska. None of said vessels at the time of unloading said merchandise had come to the proper place for discharge their cargo, or any part thereof. Nor had any of them been authorized by the proper officer of the Customs of said District to unlade the same, and
50 said unloading was not made necessary by any unavoidable accident, necessity or distress. That all of said merchandise so unladen was then and there put and received into said schooner "Winifred," with the knowledge and consent of one G. M. O. Hansen, who was then and there master of said vessel, and contrary to Sections 2867 and 2868 of the Revised Statutes of the United States.

2nd. That said Schooner "Winifred" is a foreign vessel, owned in Victoria, in British Columbia as hereinbefore described, that said vessel on the 20th day of February 1892,
60 cleared from the foreign port of Victoria, British Columbia, having on board "ballast and stores," that on or about the 13th day of June, 1892, said vessel so laden arrived in waters of the United States, from said foreign territory, adjacent to the northwestern frontier of the United States, to-wit: In a small bay called Tonki, in the Island of Afog-

(Exhibit No. 19 U. S.)

nak said island being the property and domain of the United States, and lying adjacent to the main land of the Territory of Alaska, within the collection District of Alaska, and within the jurisdiction of this Court and come to anchor within said bay.

That at the times complained of herein G. M. O. Hansen was the master and in charge of said schooner "Winifred." That said master did not report at the office of the Collector or deputy Collector of Customs for said District of Alaska. Nor did he obtain or receive a special permit from any collector or deputy Collector to proceed further inland or to unlade or take in cargo. Yet said vessel on or about the 20th day of June 1892, within said Tonki Bay, within the collection district of Alaska, within the waters of the United States, and within the jurisdiction of this Court, did unlade a part of her cargo, to-wit: One hundred fur seal skins to the British schooner "Favorite" or some other foreign vessel, and did then and there receive and take in from the schooner "Libbie" and "Venture," and from the steamer "Coquitlam," a large amount of merchandise, consisting of salt, coal, corned beef, &c., all contrary to section 3109 of the Revised Statutes of the United States.

Now on this 19th day of August 1892, comes C. S. Johnson, United States District Attorney, and files a libel of information against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and against all persons intervening for their interest therein in a cause of forfeiture for violation of Sections 2867 and 3109 of the Revised Statutes of the United States.

It is therefore ordered that the Clerk of this Court issue the usual process and monition and a writ of attachment directed to the Marshal of said District returnable on Wednesday the 22nd day of September 1892, at 10 o'clock A. M., directing and commanding him to make seizure and take into his possession the said schooner "Winifred," her boats, tackle, apparel, furniture and cargo.

It is further ordered by the Court that Orville T. Porter, United States Marshal, cause due notice of said seizure to be made and given and also of the information on file, by causing the substance of said information and the order of the Court thereon setting forth the time and place appointed for trial to be published in the *Alaska Herald*, a newspaper of general circulation, printed and published at Sitka in said District, and to post up the same in the most public place for a period of four weeks, and that the time and place of trial is hereby fixed at the city of Sitka, on the 22nd day of September, 1892.

Now, therefore, in pursuance of this monition issued under seal of said Court, to me directed and delivered and in accordance with the order of said Court, I do hereby give public notice to all persons claiming the schooner "Winifred," boats, tackle, apparel, furniture and cargo, or in any manner interested therein, that they be and appear before the said District Court at Sitka, on the 22nd day of September, 1892, at the hour of ten o'clock in the forenoon of said day, then and there to interpose their claims and make their allegations in that behalf.

ORVILLE T. PORTER,
United States Marshal.
By A. A. MEYER,
Deputy.

Dated this 20th day of August, 1892.

(Exhibit No. 19 U. S.)

And on Sept. 22d, a stipulation to take testimony was filed in said cause, which is in words and figures following, to wit:

In the United States District Court for the District of Alaska.

10	The schooner "Winifred," her boats, tackle, apparel, furniture and cargo.	}	No. 345. Stipulation.
	<i>vs.</i>		
	The United States		

Whereas, in this cause the defendant was required to appear and answer the libel of information filed herein, on the 22nd day of September, 1892; and,

Whereas, defendant is not ready for trial, but desires said cause continued for the purpose of taking testimony; and,

Whereas, plaintiff has present and ready to testify in said cause a number of witnesses, including the crew of said schooner "Winifred," all of whom are non-residents of the District of Alaska, and about to depart therefrom;

It is hereby stipulated and agreed by and between the parties hereto that the testimony of such witnesses as plaintiff may produce may be summarily taken and reduced to writing in the form of depositions, by the Hon. R. C. Rogers, United States Commissioner for said District, at Sitka, Alaska. That the taking of such testimony shall begin on the 20th day of September, 1892, or as soon thereafter as the U. S. Commissioner can act in that behalf, and shall be continued from day to day until the same is completed, and when so completed shall be returned to the Clerk of this Court at Sitka, Alaska.

All objections to the manner of taking and returning said testimony are hereby waived, but objections to the competency and materiality of the same are not waived.

C. S. JOHNSON,

U. S. Atty. for Plaintiff.

Hughes, Hastings & Stedman, Proctors for Claimant,
40 Chas. Spring.

I hereby approve the foregoing stipulation. Done in Chambers, at Sitka, Alaska, September, 1892.

WARREN TRUITT,

U. S. Dist. Judge.

(Endorsed)—No. 345.—In U. S. Dist. Court.—Dist. of Alaska.—United States *vs.* schooner "Winifred."—Stipulation to take testimony.—Filed Sept. 22, 1892.—N. R. Peckinpugh, Clerk.

50 And on October 3, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

50	Schooner "Winifred," her boats, tackle, apparel, furniture and cargo.	}	No. 345.
	<i>vs.</i>		
	United States		

Comes now the parties, and it being suggested, that F. P. Dewees, Esq., is of Counsel for plaintiff,
60 It is ordered, that he be entered of record as such attorney in said cause.

Form No. 9.

(Exhibit No. 19 U. S.)

CERTIFICATE OF BRITISH REGISTRY.

Exhibit A.

Particulars of Ship.

Official Number of Ship, 77,972. Name of Ship, "Winifred." No. Date and Port of Registry. No. 9, 13th Nov., 1879. Victoria, B. C. No. Date and Port of previous Registry, None. Foreign Built. Whether a Sailing or Steam Ship, Sails. Where built, Whatcom, Washington Terr. When built, 1869. Name and Address of builders, Unknown.

		Feet.	Tenths.
Number of Decks.... One	Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post.....	42	
Number of Masts.... Two	Main breadth of outside of plank.....	18	7
Rigged..... Schooner	Depth in hold from tonnage peck to ceiling amidships.	4	5
Stern..... Round	Depth in hold from upper deck to ceiling at midships, in the case of ships of three decks and upwards.....	"	"
Build..... Carvel			
Galleries..... None			
Head..... Straight			
20 Framework..... Wood			

PARTICULARS OF TONNAGE.

Gross Tonnage.	In Registered Tons.	Deductions Allowed.	
30 Under Tonnage Deck.....	10.40		Nil.
Closed-in spaces above the Tonnage Deck.....	2.65		
Gross Tonnage.....	13.05		
Deductions, as per Contra...	Nil.		
Registered Tonnage.....	13.05	Total Deductions.....	Nil.

I, the undersigned Registrar of Shipping at the Port of Victoria, B. C., hereby certify that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that William Henry Dyer whose certificate of Competency or Service is No. 8,677 is Master of 40 the said ship; and that the names, residence and description of owners and number of Sixty-fourth Shares held by them are as follows:

Name, Residence and Occupation of Owner.....	No. of 64th Shares.
William Henry Dyer, Pandora St., B. I. Pilot.....	Thirty-Two.
Robert Sharp, Saanich Rd., B. I. Pilot.....	Thirty-Two.

Dated at Victoria, B. C., the 13th day of November, one 50 thousand eight hundred and seventy-nine.

H. HAMLEY,

Registrar of Shipping.

N. B. Indorsements of changes of Owners and Masters must be made as directed by the Instructions to Registrars and will follow here:

John I. Steele is this day appointed Master of the within named ship.

W. HAMLEY.

I hereby certify that Gustave M. O. Hansen has been 60 appointed master of the within named Schr. "Winifred" of this Port. Dated at the Custom House, Victoria, B. C. Feb. 20th. 1892.

J. C. NEWBURY.

Act'g. Reg.

North. N. E. of.....Id.
June. 11. 1892.

(Exhibit No. 19 U. S.)

I certify that I have this day boarded and delivered to this vessel a copy of the Proclamation of the President of the United States, a copy of the Arbitration between the United States and Great Britain, a copy of the British seal fishery, Behring Sea Act, and a copy of the instructions of the Honorable Secretary of the Treasury to the Senior Officer Commanding U. S. Naval Forces in Behring Sea, and have warned the Master not to enter the prohibited waters of Behring sea, upon pain of seizure.

J. E. REINBURG

June 16. U. S. R. S.

U. S. S. "Rush,"

TONKI HARBOR. 21st. June. 1892.

Warned again.

A. H. GARNMO W. M.

Lieutenant.

H. M. S. "Daphne."

20 Exhibit B.

(Canadian foreign sea-going or Canadian home-trade ship.)

AGREEMENT AND ACCOUNT OF CREW.

Name of Ship.	Official No.	Port of Registry.	Port No. & date of Register.	Registered Tonnage.	Man'g Owner, Name. Address.
30					C. Spring, Victoria, B. C.
Winifred.	77972	Victoria, B. C.	No. 9 in 1879.	13	

MASTER.

Name.	Address.	Date and place of 1st Signature of Agreement, including Name of Shipping Office.
40 G. M. O. Hansen.	Victoria, B. C.	Custom House, Victoria, B. C., Feb. 20, 1892.

Scale of provisions to be allowed and served out to the crew.

As under.

50

Sufficient without waste.

No spirits allowed.

The several persons whose names are hereto subscribed, and whose descriptions are contained within and of whom are engaged as sailors, hereby agree to serve on board the said ship in the several capacities expressed against their respective names, on a voyage from Victoria, B. C., on a general hunting and sealing voyage in the North Pacific Ocean, voyaging to and fro as the Master may direct. No money advanced after commencement of voyage. And no discharge to be claimed by any of the crew until the termination of voyage at the close of the season, the discharge can only be claimed at Victoria, B. C. Voyage not to exceed 12 calendar months. And the said crew agree to conduct themselves in an orderly, faithful, honest and sober manner, and to be at all times diligent in their re-

60

(Exhibit No. 19 U. S.)

spective duties, and to be obedient to the lawful commands of the said Master, or any person who shall lawfully succeed him, and of their superior officers in everything relating to said ship and the stores and cargo thereof, whether on board, in boats, or on shore; in consideration of which services, to be duly performed, the said Master hereby agrees to pay to the said crew as wages the sums against their names respectively expressed, and to supply them with provisions according to the above scale: And it is hereby agreed that any embezzlement or willful negligent destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same: And if any person enters himself as qualified for duty, which he proves himself incompetent to perform, his wages shall be reduced in proportion to his incompetency: And it is also agreed, that the regulations which, in the papers annexed hereto, are numbered 3, are adopted by the parties hereto, and shall be considered as embodied in this agreement: And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of this agreement or otherwise, he shall represent the same to the Master or Officer in charge of the ship in a quiet and orderly manner, who shall thereupon take such steps as the case may require.

And it is also agreed that all the seamen, whether on the lay or wages, shall be bound to perform all work in navigating the vessel and all other necessary work on board, in boats or on shore: Any of the same causing any detention or loss by neglect, insubordination or incapacity, will pay such loss out of his wages or share.

In witness whereof, the said parties have subscribed their names hereto, on the days against their respective Signatures mentioned. Signed by, Gustave M. O. Hansen, Master, on the 20th day of Februry, 1892.

{ Customs of Canada.
Feb. 20, 1892.
Victoria, B. C. }

Reference No.	Signature of Crew.	Age.	Ship in which he last served.	Date and Place of Joining the Ship.
1	Gustave M. O. Hansen..		Laura.	
2	W. M. Geddes.....	33	Thermopylae.	20/2/92 Victoria.
3	Henry Terche.....	35	Thistle.	20/2/92 do.
4	T. J. Lindsay.....	30	First Ship.	20/2/92 do.
5	Wm. Kerr.....	26	Louis Olsen.	20/2/92 do.
6	D. Piper.....	28	Louis Olsen.	20/2/92 do.
7	Cone Nellen.....	31	Winfred.	4/3/92 Ucluth.
8	Charles Norsten.....	25	Geneva.	4/3/92 do.
9	Joseph Hutching.....	37	Borlates.	4/3/92 do.

	In what Capacity.	Time at which he is to be on board.	Amount of wages per calendar month, Share or Voyage.	Amt. Wgs. advanced on entry.
1	Mate.....	22/2/92	\$35.00, 25c. per skin caught 'n stern boat.	\$40 00
2	Hunter	22/2/92	five lay caught by himself.	50 00
3	do.	22/2/92	do.	50 00
4	A. B.	22/2/92	\$30.00, 25c. per skin caught in his boat.	30 00
5	A. B.	22/2/92	do.	30 00
6	Cook & St'd.	4/3/92	\$50.00.	
7	A. B.	4/3/92	\$35.00, 25c. of seals caught in his boat.	
8	Hunter	4/3/92	four lay caught by himself.	

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Shipping Master's or Witness' Signature for Nos. 1, 2, 3, 4, 5, 6. W. P. for Nos. 7, 8 and 9. G. M. O. Hansen, Master, and Wm. M. Geddes, Mate.

Custom House, Victoria, B. C., Feb. 20, 1892.

I hereby certify that I have sanctioned the engagement of G. M. O. Hansen, W. M. Geddes, H. Terche, T. J. Lindsay, W. Kerr, L. Poper, upon the terms written in the within agreement. That the same has been read over to them and they have signed their names in my presence.

W. PETHERICK,
per Shipping Master.

{ Customs, Canada, }
{ Feb. 20, 1892. }
{ Victoria, B. C. }

Exhibit C.

DOMINION OF CANADA.

BILL OF HEALTH.

20

CUSTOM HOUSE, Port of Victoria, B. C.

To all whom these presents shall come:

Whereas the schooner "Winifred" of Victoria, B. C., of which G. M. O. Hansen is master, is now ready to depart from the port of—for North Pacific Ocean and other places beyond the sea, with 6 persons including the master of the said vessel:

I therefore, by these presents, do make known and certify that no plague, or any other dangerous contagious disease, at present exists in said port.

Given under my hand and seal of office, this 20th day of February, 1892.

J. NEWBURY,
Collector of Customs.

{ Customs of Canada. }
{ Feb. 20., 1892. }
{ Victoria, B. C. }

Exhibit D.

40

PORT OF VICTORIA, B. C., 20th Feb., 1892.

These are to certify, to all whom it may concern, that G. M. O. Hansen, master of the schooner "Winifred," 13 tons burthen, navigated with six men. built and bound for North Pacific Ocean, having on board Balast and stores and Hunting Outfit hath here entered and cleared his said vessel according to law.

Given under my Hand, at the Custom House at the Port of Victoria, in the Province of British Columbia, this 20th day of February one thousand eight hundred and ninety-two.

J. NEWBURY,
Collector.

Clearance.

{ Customs of Canada. }
{ Feb. 20, 1892. }
{ Victoria, B. C. }

Exhibit E.

No. 67.

DOMINION OF CANADA.

60

COASTING LICENSE.

For the Year 1891-2.

To all whom it may concern:

This license is granted to G. M. O. Hansen, of Victoria, B. C., Master of the Schooner "Winifred," of Victoria, B. C., 13 Tons burden, British, registered and wholly

(Exhibit No. 19 U. S.)

owned by British subjects, to employ the said vessel to carry goods, always subject to entry or clearance, conformably with the coasting regulations of the Dominion of Canada.

Given under my hand this 20th day of February, 1892.

J. NEWBURY,
Collector.

10 { Customs of Canada, }
Feb. 20, 1892.
Victoria, B. C. }

PORT OF VICTORIA, B. C.

This license expires on 30th day of June, 1892.

Exhibit F.

No.

REPORT OUTWARDS.

PORT OF VICTORIA, B. C.

20 Contents in the schooner "Winifred," Registered Tonnage 13. Registered in Port of Victoria, B. C., with six men, G. M. O. Hansen, Master for this present voyage for North Pacific Ocean.

Cargo Tons Weight Tons measurement.
..... Agent.

Quantity and Description of Goods.

Balast and stores and hunting outfit.

I, Gustave M. O. Hansen, Master of the vessel above named, do declare that the contents above written, now
30 tendered and subscribed by me, is a just and true account of all the goods lade on board my vessel for the present voyage, and the names of the respective consignees and shippers of said goods, and of the marks and numbers of the packages containing the same.

Signed and delivered before me at the Custom House, Port of Victoria, B. C., the 20th day February, 1892.

J. NEWBURY,

Collector.

GUSTAVE O. M. HANSEN,

Master or purser.

40 (Under a penalty of \$400.00.)

At a stated term, to wit, the May Term, A. D. 1892, of the District Court of the United States of America, in and for the District of Alaska, held in the Court room, in the town of Sitka, on Friday, the 20th day of August, in the year of our Lord one thousand eight hundred and ninety-two.

50 Present—The Honorable WARREN TRUITT,
Judge U. S. District Court.

United States

vs.

Schooner "Winifred," her boats, tackle,
apparel, furniture and cargo. } No. 345.

It is further ordered by the Court that R. C. Rogers, Esq., be and he is hereby appointed a Commissioner to take the testimony on part of the libellant at Sitka, Alaska,
60 commencing on the 22d day of September, 1892, and likewise at such time and place to take such testimony on behalf of the claimants as they may produce.

I hereby certify that the foregoing is a full, true and correct copy of the order of the Court entered in the above entitled cause.

(Exhibit No. 19 U. S.)

Attest my hand and seal of said District Court this 12th day of September, A. D. 1892.

N. R. PECKINPAUGH,
Clerk.

[L. s.]
(Endorsed)—No. 345.—U. S. District Court.—District of Alaska.—United States *vs.* Schooner "Winifred" *et al.*—Order to take testimony.

10

United States Court. District of Alaska.
United States

vs.
Schooner "Winifred," her boats, tackle, apparel, furniture and cargo. } No. 345.

By virtue of the order hereto annexed and made a part hereto, and by the authority therein given:

Be it remembered, that I, R. C. Rogers, the Commissioner by said order appointed to take the testimony on the part of the libellant in said above named suit, and likewise such testimony on behalf of the claimants as they may produce, did cause to come before me at the Court Room of said United States District Court, at Sitka, Alaska, District of Alaska, on the 22d day of September, 1892, that being the day appointed by said order to commence the taking of said testimony, between the hours of 9 o'clock A. M. and 5 o'clock P. M. of that day the following persons, to wit: F. G. Dodge, E. T. Hatch, C. L. Hooper, W. Kerr, D. Piper, C. Nordland, C. Neilson, to be examined as witnesses in a cause now pending in the said District Court, wherein the United States is plaintiff and the steamer "Winifred," her tackle, cargo, etc., is defendant. And not being able to complete the taking of testimony on that day by reason of the number of witnesses, and the length of deposition of each of the same, I did adjourn the further taking of the same until and inclusive of the 23d day of September, 1892, and at that later date the same was concluded.

40

And the said FRED D. DODGE, of lawful age, and sworn to testify the whole truth, deposeth and saith:

Q. State your name and occupation? A. Fred G. Dodge, third lieutenant, United States Revenue Service.

Q. As such officer, where were you doing duty on or about the 20th day of July, 1892? A. On the United States revenue cutter "Rush."

Q. Did you see the schooner called the "Winifred" on that date, and, if so, where? A. I did; seventeen miles from Amak Island and twenty miles from False Pass in Behring Sea.

Q. Did you board said vessel on that date? A. I did.

Q. By whose order and for what purpose? A. By the order of the Captain, W. C. Coulsen, commanding the United States revenue cutter "Rush," for the purpose of ascertaining her business in Behring Sea, and whether she had been sealing in prohibited waters.

Q. What was done, if anything, with the "Winifred" by Captain Coulsen? A. She was seized for violation of the *modus vivendi*, and I was placed in charge of her and was towed into Onalaska.

Q. After reaching Onalaska what further acts of seizure, if any, were done by Captain Coulsen?

Objected to as incompetent and not the best evidence.

(Exhibit No. 19 U. S.)

A. She was detained there till the arrival of Capt. Evan, Senior Naval Officer of the Fleet, and after the consultation with Capt. Evan and the Senior Naval Officer of the American Squadron, and also with the Senior Officer of the British Squadron, and Capt. C. L. Hooper, of the United States Revenue Cutter "Corwin," it was determined to seize her for violation of the United States Revenue Law.

Q. Was she so seized?

Same objection as above.

A. She was.

Q. By whom? A. By Capt. W. C. Coulsen, Commander of United States Revenue Cutter "Rush."

Q. Do you know G. M. O. Hansen, Master of the "Winifred"? A. I do.

Q. Did you have any conversation with him in reference to receiving stores or shipping seal skins during the voyage on which he was seized?

Objected to as immaterial, irrelevant, and too indefinite.

A. I did, and he informed me he had transferred one hundred seal skins to another vessel, to be sent below.

Q. Did he state when or where he had transferred those skins? A. In Tonki Bay.

Q. Did he state the name of the vessel to which the transfer was made?

Same objection as last above.

30 A. He did not.

Q. Did he state whether or not he had received any stores or provisions whilst in Tonki Bay, from any other vessel.

Same objection as above.

A. He did not.

Q. Where is Tonki Bay?

Objected to as immaterial, and not the best evidence.

A. On the Island of Afognak, which is situated in the North Pacific Ocean adjacent to the Territory of Alaska, and the Island of Kodiak separated from the Island of Kodiak by a narrow pass three-quarters of a mile wide.

Q. After the seizure of the "Winifred" for violation of the Revenue law, what was done with her?

Objected to as not the best evidence, witness not having shown himself competent to testify.

A. She was sent to Sitka in charge of an officer of the United States Steamer "Albatros," there to be tried.

CROSS-EXAMINATION.

50 Q. Will you please locate Tonki Bay, with reference to its position and the coast of Afognac Island?

Question waived.

Q. Where did you have the conversation with Captain Hansen with reference to the transferring of the seal skins, testified in your direct-examination? A. In the Cabin of the "Winifred."

Q. In whose presence? A. In the presence of 1st Lieut. F. H. Newcomb, of the United States Revenue Cutter "Rush," and several of the crew of the "Winifred."

60 Sworn to and subscribed before me in the day and at the place and between the hours aforesaid.

F. G. DODGE,
3d Lieut. U. S. R. M.

R. C. ROGERS,
U. S. Commissioner.

(Exhibit No. 19 U. S.)

And the said E. T. HATCH, of lawful age, and sworn to testify the whole truth, depose and saith:

Q. State your name, residence and official position? A. Edwitt T. Hatch; Sitka, Alaska; Collector of Customs for District of Alaska.

Q. As such Collector, did you receive into your custody the schooner called the "Winifred"? A. I did.

10 Q. When? A. On the 12th day of August, 1892.

Q. From whom did you receive her? A. Captain Tanner of the "Albatros."

EDWIN T. HATCH,

Collector of Customs, District of Alaska.

Sworn to and subscribed before me in the day and at the place, and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

A recess by agreement of respective counsels until 1.30 P. M., this day.

Resumed examination at 1.30 P. M.

And the said C. L. HOOPER of lawful age, and sworn to testify the whole truth, depose and saith:

Q. State your name and official position? A. C. L. Hooper, Captain of the United States Revenue Marine Service.

Q. Do you know the Schooner called the "Winifred"? A. I do.

30 Q. Were you on board said vessel on or about the 20th day of July last?

Objected to as immaterial.

A. I was not. I was on board on or about the 22d of July.

Q. At that time did you examine the papers and log book belonging to said vessel?

Same objection as last above.

A. I examined her log book only. I think her other papers had been taken out previously.

40 Q. Did you subsequently examine her papers? A. I did both prior and subsequent with Captain Coulsen on board the "Rush."

Q. Captain will you examine the log book and papers now submitted to you, and say whether they are the log book and papers heretofore examined by you as above stated, and being the property found on board the schooner "Winifred."

Objected to as incompetent, and immaterial, and for the further reason that the witness has not shown himself qualified to testify.

50 A. I have examined the log book and papers, and identify them fully as the papers of the "Winifred."

Q. Please give the name of each book and paper to the reporter, and have the same marked exhibits beginning with A and continuing alphabetically?

Same objection as last above.

Exhibit A, Certificate of British Registry.

" B, Agreement of articles and account of crew.

60 " C, Bill of health.

" D, Clearance.

" E, Coasting license.

" F, Report outwards.

" G, Official Log Book.

" H, Master's log book.

(Exhibit No. 19 U. S.)

Plaintiff offers in evidence all the above exhibits, except Exhibit H, Master's Log Book. Of Exhibit H, Master's Log Book, plaintiff offers in evidence all entries made in the same, between the dates of June 8, 1892, and June 24, 1892, the same are introduced subject to the objections of the defendant.

10 The defendant objects to the introduction of said exhibits for the reason that they are immaterial, incompetent, no sufficient foundation laid, therefore, and not having been sufficiently identified.

Q. Please read to the reporter the second paragraph in the entry under date June 22, 1892, from exhibit H, Master's log book.

Same objection as last above. The paper speaks for itself.

A. Brought the skins on board the "Favorite."

Q. State the general appearance of the entry just read?

20 A. It appears to have been partly erased.

Q. Was the entry in its present condition when you first saw it?

Same objection as last above.

A. It was not the writing was plain and clear.

Q. Do you know when and by whom the partial erasure was done? A. I did not see it done.

Q. When did you first discover the partial erasure?

Same objection as last above.

30 A. After reading the entry and calling Capt. Coulson's attention to it, I went on deck, leaving Capt. Coulson and Capt. Hansen in the cabin of the "Winifred," a few moments later Capt. Coulson came on deck with the log book, and called my attention to the partial erasure, and we left the vessel together at that time.

CROSS-EXAMINATION.

Q. Will you please give the full particulars occurring at, and leading up to, the production of exhibit H to you and Captain Coulson? A. In examining the papers of the "Winifred" in company of Captain Coulson, the ab-
40 sence of a log-book or record of the vessel's movements was commented upon, and it was decided that Capt. Coulson and myself would visit the "Winifred." We went on board and asked Capt. Hansen if he did not have a master's log or journal, kept by himself, as his official log did not show the movements of his vessel. In answer to that inquiry Captain Hansen produced what has been here identified as the Master's log.

Q. Was this all the conversation between you and Capt. Hansen, occurring at the time, and prior to its pro-
50 duction? A. I do not think of anything more.

Q. What was done with the crew of the "Winifred," including the master, subsequent to the seizure? A. I do not know. I had nothing to do with the seizure.

Q. Is it not true that Captain and crew of the "Winifred" were kept separately and not allowed to communicate with one another, subsequently to the seizure, and prior to her arriving in Sitka? A. I do not know.

Q. Calling your attention to the entry under date of June 22, 1892, in exhibit H, did you see the erasure made
60 yourself? A. I did not.

Plaintiff further offers in evidence the statement under date July 23, 1892, and found in Master's log, exhibit H, immediately following log entry of July 12th, and below which are signed the names G. M. O. Hansen and the

(Exhibit No. 19 U. S.)

names as witnesses W. C. Coulson and Frank H. Newcomb.

Defendant objects as incompetent, immaterial, no proof to the genuineness of the signatures, having been offered.

C. L. HOOPER.
Captain U. S. R. M.

10 Sworn to and subscribed before me in the day and at the place, and between the hours aforesaid.

R. C. ROGERS,
U. S. Commissioner.

Adjourned at request of the respective counsels until September 23d, 1892, at 9 A. M.

Met the 23d day of September, 1892, at 9 A. M., pursuant to agreement.

Parties all present.

20 And the said WILLIAM KERR, of lawful age, and sworn to testify the whole truth, depose and saith:

Q. State your name and occupation. A. William Kerr, seaman.

Q. Where were you and what were you doing the month of June, 1892? A. I was on board the "Winifred," taking seals in the North Pacific Ocean.

Q. Were you on board the "Winifred" when she was boarded by the officers of the Revenue Cutter "Rush"?

Objected to as immaterial.

30 A. Yes.

Q. Where did the "Winifred" go soon after she was boarded?

Same objection as above.

A. We did not go anywhere.

Q. Where did the vessel go during the next few days?

Same objection as last above.

A. We went into some harbor being short of water.

Q. Do you know the harbor called Tonki Bay? A. I was told it was Tonki Bay, could not swear to it.

40 Q. When you entered the harbor you speak of, which you were told was Tonki Bay, did the "Winifred" have any seal skins on board?

Objected to as immaterial, incompetent and assuming something not in evidence.

A. Yes; I believe they did.

Q. What, if anything, did you do with the seal skins while in that harbor?

Same objection as last above.

50 A. I rolled the skins, put them in sacks, and left them in the hold.

Q. By whose orders?

Same objection as last above.

A. By the Captain's.

Q. State as nearly as you can how many skins you rolled in sacks?

Same objection as last above.

A. Something over a hundred.

60 Q. After sacking these skins, did you again see the sacks, or sacks containing skins?

Same objection as last above.

A. Yes; the sacks, but not the skins.

Q. Where?

Same objection as last above.

A. I saw them in the hold; they were there for a couple of days.

(Exhibit No. 19 U. S.)

Q. State if you know whether they were afterwards taken out of the hold?

Same objection as last above.

A. Yes; they were afterwards taken out of the hold.

Q. By whom, and by whose order, if anyone's?

Same objection as to last above, and as hearsay.

A. I guess, there were three of us engaged at it by the Captain's order.

Q. Who were the three?

Same objection as last above.

A. Myself, Charlie Nollan, Dave Piper.

Q. What did you do with them?

Same objection as to last above.

A. They were placed in a boat, that is the sacks.

Q. What further was done with them?

Same objection as to last above.

A. We took them over and cast them on the deck of the "Favorite."

Q. State if you know whether anything else?

Question waived.

Q. Did the "Winifred" while in the harbor referred to, receive anything from any other vessel to your knowledge?

Same objection as to above.

A. Yes, we got two sacks of potatoes as a present.

Q. From what vessel?

Same objection as to above.

A. From the schooner "Venture."

Q. Did the "Winifred" receive anything else while in said bay, if so what?

Same objection as to above.

A. I could not say, being engaged in watering the vessel.

Q. How long were you in this bay?

Same objection as to last above.

A. I could not say, could not swear, to how long.

Q. State if you know whether the schooner "Venture" is an American or an English vessel?

Objection same as above and as not the best evidence.

A. I guess she had B. C. on her stern, but I was not quite sure.

Q. State if you know whether the schooner "Favorite" is an American or British vessel?

Same objection as to above.

A. It is a British vessel.

CROSS-EXAMINATION:

Q. Were the skins seized on board the "Winifred" taken before or after the 20th day of June, 1892? A. Afterwards they were taken.

Q. At the time of the seizure of the "Winifred," did you have on board any seal skins that were on board said vessel on or prior to June 21st, 1892? A. I could not say. I never kept no dates.

Q. Were the skins on board the "Winifred" at the time of the seizure on board of said vessel before the time that you received the potatoes from the "Venture"? A. I could not say.

Q. At the time that you went into the bay mentioned in your direct examination did you go there to get a supply of fresh water? A. Yes.

Q. Was this supply of fresh water necessary? A. Yes.

Q. At the time that you received the two sacks of potatoes from the "Venture," were you in need of the potatoes as provisions for the crew?

Plaintiff objects as immaterial.

(Exhibit No. 19 U. S.)

A. Yes, we had not had any for over a week.

Q. After the "Winifred" was seized, what was done with you by the officers of the "Rush"? A. We were kept close prisoners and transferred on board the "Albatros."

Q. Were you allowed to communicate with the master of the "Winifred" during this time?

10 Objected to by plaintiff as immaterial.

A. We were not allowed to speak to them on board the "Albatros."

Q. Did the officers of the "Rush" exact of you an affidavit pertaining to your connection with the "Winifred"?

Objected to by plaintiff as immaterial.

A. Yes, the Captain of the "Rush" said he was authorized by the two senior officers of the port, to put us under oath, and ask us some questions.

20 Q. Was it under these conditions, that you gave the affidavit referred to? A. Yes.

WM. KERR,
Seaman.

Sworn to and subscribed before me in the day and at the place, and between the hours aforesaid.

R. C. ROGERS,
U. S. Commissioner.

And the said DAVID PIPER, of lawful age and sworn to 30 testify the whole truth, depose and saith:

Q. State your name and occupation? A. David Piper, seaman.

Q. Were you employed on board the schooner "Winifred" during the month of June, 1892? A. Yes.

Q. Do you know the harbor called Tonki Bay?

Objected to as immaterial.

A. I was told it was.

Q. Was the "Winifred" in the bay you refer to in June last? A. Yes.

40 Q. Were there any seal skins on board at that time, if so state how many?

Objected to as immaterial and incompetent.

A. One hundred or more.

Q. State, if you know, what was done with them while the "Winifred" was in that bay?

Same objection as to last above.

A. They were rolled up and put into sacks.

Q. What was done with them after they were put into sacks?

50 Objection same as to above.

A. They were put into the hold.

Q. What was next done with them?

Same objection.

A. There were sacks of all kinds down there, salt sacks, etc. I don't know what was done with them.

Q. Did you help take any sacks containing skins out of the "Winifred," and convey them to any other vessel?

Same objection, and as leading.

A. I passed sacks on deck, but did not carry any.

60 Q. Did you see what was done with the sacks you passed on deck referred to? A. No, sir.

Q. Were the sacks you passed on deck, empty? A. Half full, I should say.

Q. Were they the same kind of sacks into which you had helped put the seal skins?

Objected to as immaterial and incompetent.

(Exhibit No. 19 U. S.)

A. They looked like them but could not swear to it.

Q. To the best of your knowledge and belief, did the sacks referred to by you as having been passed on deck, contain seal skins?

Objected to. Immaterial and incompetent. Calling for the belief and opinion of the witness.

A. Salt sacks and them look so much alike when sacked up.

Q. To the best of your knowledge and belief, did the sacks referred to contain salt?

Same objection as to last above.

A. No, they did not contain salt.

Q. From your knowledge of the weight of seal skins and from your knowledge obtained in sacking seal skins at Tonki Bay, and from having passed the sacks referred to, out of the hold, state to the best of your judgment, what they contained?

20 Same objection as last.

A. I suppose they contained skins.

Q. Were these sacks, to your knowledge, afterward returned to the hold? A. Not to my knowledge.

CROSS-EXAMINATION:

Q. At the time that the "Winifred" was in Tonki Bay as referred to in your direct examination, was she in need of a supply of fresh water? A. Yes.

Q. Did she lay in a supply of fresh water there? A. Yes.

30 Q. Was the supply necessary? A. Yes.

Q. Was the supply of provisions of the "Winifred" at that time insufficient? A. I knew we had no potatoes.

Q. What was done with you by the officers of the "Rush" after the seizure of the "Winifred"?

Objected to by the plaintiff as immaterial.

A. To consider ourselves under arrest.

Q. Did they state to you the grounds of arrest?

Objected to as immaterial, improper examination.

40 A. For being in the Behring Sea.

Q. What was done with you after your arrival in Sitka, after the seizure?

Same objection as to last above.

A. We were fetched up before Mr. Johnson.

Q. After your arrival in Sitka, were you given your full liberty?

Same objection as last above.

A. Not for three or four days.

50 Q. After the seizure of the "Winifred" did the Captain of the "Rush" exact from you any affidavit relating to your connection with the "Winifred" similar to the one now before the District Attorney?

Same objection as to last above, and further assuming a state of facts to exist not proven.

A. He said he was authorized by the two senior officers to take our affidavits.

Q. Did he, in fact, take this affidavit? A. Yes, sir; he did.

DAVID PIPER,
Seaman.

60 Sworn to and subscribed before me on the day and at the place and between the hours aforesaid.

R. C. ROGERS,
U. S. Commissioner.

On motion of proctor H. A. Hassings appearing for defendant, a recess taken for half an hour.

(Exhibit No. 19 U. S.)

And the said C. NORLAND, of lawful age, and sworn to testify the whole truth, deposeth and saith:

Q. State your name and occupation? A. Charles Norland. Seaman.

Q. Where were you employed in June last?

Objected to as immaterial.

A. On board the schooner "Winifred."

10 Q. Was the schooner "Winifred" in a harbor or bay during that month, and if so, what bay?

Objected to as immaterial and too indefinite.

A. Yes, sir; I heard the name was Tonki Bay, but I am not sure of it.

Q. While in said bay did the "Winifred" transfer any seal skins or other cargo to any vessel?

Objected to as immaterial.

A. Yes, sir.

Q. What did she transfer?

20 Objected to as immaterial and for further reason the witness has not shown his knowledge of the transaction.

A. Some sacks over to the "Favorite."

Q. How many facks?

Same objection as last above.

A. I don't know how many.

Q. Did you help transfer the sacks? A. Yes, sir.

Q. What was in the sacks?

Same objection as last above.

30 A. I think it was seal skins.

Q. About how many?

Same objection as above.

A. Something over a hundred.

Q. While in said bay, did you help roll and sack any seal skins belonging to the "Winifred"?

Same objection.

A. No, sir.

Q. While the "Winifred" was in Tonki Bay did she receive any stores or merchandise from any other vessel?

40 Same objection.

A. Some coal and some salt from the "Venture."

Q. Did she receive any other merchandize?

Same objection.

A. From none that I am certain of, that I know where it came from.

Q. Were there any potatoes or corn beef received by the "Winifred," while in Tonki Bay?

Same objection as last above and as leading.

A. I seen some on board, but I do not know where it 50 came from.

Q. Were the potatoes and corn beef that you speak of seeing on board the "Winifred" before she went into Tonki Bay?

Same objection as last above.

A. No, sir; I did not see them before.

Q. Was the British schooner "Libbie" in the bay while you were there?

Same objection as to the last above, and assuming something not in evidence.

60 A. Yes, sir.

Q. Was the British steamer "Coquitlam" in Tonki Bay while the "Winifred" was there?

Same objection.

A. Yes, sir.

(Exhibit No. 19 U. S.)

CROSS-EXAMINATION:

Q. Did you actually see any skins transferred from the "Winifred" to the "Favorite" in Tonki Bay? A. Yes, sir.

Q. At the time that the "Winifred" went into Tonki Bay, was her necessary supply of coal and salt short?

Objected to by plaintiff as immaterial and improper course of examination.

A. I don't know.

Q. At the time she so went into Tonki Bay, was her supply of fresh water short?

Same objection as last above.

A. Yes, sir.

Q. Is there an opportunity or place for getting fresh water for the use of ship, on or near the shore at Tonki Bay? A. Yes, sir.

Q. Did the "Winifred," at the time referred to, get a supply of fresh water, at such place? A. Yes, sir.

Q. Was it necessary for the "Winifred" to go to this place in Tonki Bay at the time referred to, in this examination, to get a supply of fresh water, for her use? A. Yes, sir.

Q. Might not the corned beef and potatoes testified by you as having been seen on board the "Winifred," been stored in the hold before you arrived in Tonki Bay, and you had not have seen them? A. No, sir; not the potatoes.

Q. Was the coal, salt, corned beef, and potatoes so received on board of the "Winifred," used thereon for the convenience and welfare of her crew?

Objected to by the plaintiff as immaterial.

A. Yes, her potatoes were.

Q. Was not the corned beef so used? A. Yes, sir.

Q. Was not the coal so used? A. Yes, sir.

Q. And also the salt? A. The salt was to salt the skins with.

Q. Was there anything paid to the Master of the "Winifred" or other person for the above articles? A. I don't know.

Q. What was done with you by the officers of the "Rush" after the seizure of the "Winifred?" A. We was told not to leave the "Winifred?"

Q. Was any affidavit exacted from you by the Captain of the "Rush," relating with your connection of the "Winifred" after the seizure?

Objected to by plaintiff as immaterial.

A. Yes, sir.

Q. Is the affidavit now before the District Attorney, the one referred to in your last answer?

Objected to by plaintiff as immaterial and assuming a stated fact to exist not proven.

A. Yes, I think so.

Q. Will you please state the manner and condition under which this affidavit was obtained.

Objected to as immaterial.

A. The Captain of the "Rush" said he was authorized by the two Captains, from some other American man of wars, to take an affidavit.

Q. Did not the Captain tell you, at the time you made this affidavit, that he was holding Court? A. I don't remember it.

Q. Is it not true, that yesterday afternoon, before this

(Exhibit No. 19 U. S.)

examination began, this same affidavit was again read to you?

Objection as to last above.

A. Yes, sir; it is true.

Q. Is it not true that your testimony here to-day is guided by what was read to you yesterday from a reading of this affidavit?

10 Same objection as last above.

A. I don't know.

Q. Is it not true, that at the time this affidavit was read to you yesterday, the affidavit signed by William Kerr, and the one signed by David Piper, witnesses in this examination, were each read to said witnesses respectively?

Objected to by plaintiff as immaterial.

A. Some parts of it was.

REDIRECT-EXAMINATION:

20 Q. If the affidavit in question had not been read to you yesterday would your testimony to-day have been the same that it now is?

Objected to as immaterial.

A. I think so, sir.

Q. By whose order were the seal skins referred to in your cross-examination, transferred from the "Winifred" to the "Favorite"?

Objected to as immaterial, and incompetent and hearsay.

A. Captain of the "Winifred."

30 RE-CROSS-EXAMINATION:

Q. After your arrival in Sitka, and after the seizure, were you permitted to talk with Captain Hansen, and were you allowed your full liberty?

Objected to as immaterial.

A. Yes, sir, after we came to Sitka.

Q. Were you allowed to talk with him before you came to Sitka?

Same objection by plaintiff as above.

40 A. No, sir.

CHARLES NORRLIN,

Seaman.

Sworn to and subscribed before me in the day and at the place and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

At request of both counsels, took a recess until 1.30 p. m.

And the said C. NELSON, of lawful age, and sworn to testify the whole truth, deposeth and saith:

50 Q. State your name and occupation? A. Conrad Neilson, cook.

Q. Where were you employed during the month of June last? A. Aboard the schooner "Winifred."

Q. Was the schooner "Winifred" in a harbor called Tonki Bay in the month of June last?

Objected to as immaterial.

A. Yes, I was told that was the name of the place.

Q. While in Tonki Bay did the "Winifred" receive on board any merchandise or stores?

60 Objected to as incompetent, the witness not having shown his knowledge of such fact.

A. Yes, the Captain was made a present of some potatoes and some coal.

Q. Is that all the merchandise that came on board the "Winifred" at that time, to your knowledge? A. We got a few onions.

(Exhibit No. 19 U. S.)

Q. State if anything else, that came on board to your knowledge.

Same objection as last above.

A. Not as I know of.

Q. Do you know from where the coal, potatoes and coal came from?

Same objection as last above.

10 A. We got the potatoes and coal from the schooner "Venture," and the onions from alongside from a friend of the Captain's.

Q. Do you know whether there was unladen from the schooner "Winifred" while in Tonki Bay, any seal skins or cargo?

Objected to as immaterial and incompetent.

A. No I do not, I don't think there was.

Q. Do you know whether there were any seal skins on board the "Winifred" when she anchored at Tonki Bay?

20 Same objection as above.

A. I think there was.

Q. Do you know about how many, if so state? A. No, I do not know.

Q. Do you know whether there was any seal skins on board the "Winifred" when she left Tonki Bay?

Same objection as last above.

A. I don't think there was, but I couldn't tell for sure.

Q. Do you know whether there were any seal skins rolled and sacked on board the "Winifred" while in 30 Tonki Bay?

Objected to as immaterial.

A. No, sir.

CROSS-EXAMINATION:

Q. Did the schooner "Winifred" touch at any place where there is a port of entry, after she left Tonki Bay, and up till the time she was seized?

Objected to by plaintiff as immaterial.

A. No.

Q. Was there anything paid by the Master of the "Winifred" for the merchandise and stores received by her while at Tonki Bay? A. Not as I know of.

Q. Were the merchandise and stores needed by the crew of the "Winifred"? A. The potatoes and onions was needed.

Q. Was not the coal also needed on such schooner? A. Yes, it was, sir.

Q. Were all the seal skins on board the "Winifred" at the time of her seizure obtained before or after she left Tonki Bay? A. I do not know at all, sir.

50 Q. What is your belief in reference to it?

Objected to by plaintiff as incompetent.

A. I think they was caught after.

Q. What was done with you by the officers of the "Rush" after the "Winifred" was seized? A. We was told to find ourselves as prisoners, and don't have any conversation with any people that don't belong to the vessel.

Q. After the seizure of the vessel and up to the time that she and you were brought to Sitka, were you allowed to hold any conversation with Captain Hansen of the 60 "Winifred"?

Objected to by plaintiff as improper course of examination and immaterial.

A. I was not told because I staid on board the schooner.

Q. During the time that you were held as a prisoner did the Captain of the "Rush" compel you to sign an affidavit relating to your employment on the "Winifred"?

(Exhibit No 19 U. S.)

Objected to by plaintiff as incompetent and immaterial and not proper cross examination.

A. Yes, sir.

Q. Will you please state when that affidavit was signed? A. The Captain of the "Rush" he told me he was authorized from some Captain of the British man of war, I forget the name, and some American man of war, to the "Yorktown," to swear to my statement.

Q. Was the statement sworn to by you written out by the Captain of the "Rush?" A. Yes, sir.

Q. Is the statement of affidavit now before the District Attorney the one signed by you? A. Yes, sir.

Q. Is it not true that this statement was signed within a day or two after the seizure? A. I can't exactly say how many days; it was more than one or two days.

Q. Was it within a week afterwards? A. I guess it was about a week afterwards.

20 Q. Is it not true that yesterday afternoon, before the commencement of this examination, you were taken to a private room, and this same affidavit was read to you?

Objected to as immaterial and not proper cross-examination.

A. Well, I do not know if it was a private room; it was up in Mr. Johnson's office.

Q. Was the Captain of the "Corwin" present at the same time? A. No, sir.

Q. Is not your testimony here to-day guided by the fact 30 that this affidavit was read to you yesterday? A. Yes, sir.

REDIRECT EXAMINATION:

Q. State what you mean by your last answer in your cross-examination? A. My statement that I gave Captain Coulson in Onalaska was read to me by Mr. Johnson in his office.

Q. Did the fact that the affidavit was read to you yesterday make any difference in your testimony as given to-day? A. No, sir.

Q. Did you know what was in the affidavit before you 40 signed it for the Captain of the "Rush"? A. Yes, sir.

Q. Did Captain Coulson or any other person put you in fear of punishment, or offer you any reward to induce you to sign the affidavit?

Objected to as immaterial.

A. No, sir.

Q. May not the Captain of the "Winifred" have paid for the merchandise received on board at Tonki Bay and you not have known it? A. The coal and potatoes we got I heard the Captain of the "Venture" told he would 50 make him a present of.

CONR. NILSEN,
Cook.

Sworn to and subscribed before me in the day and at the place and between the hours aforesaid.

R. C. ROGERS,
U. S. Commissioner.

Collector E. T. HATCH, recalled for further examination by plaintiff.

60 Q. As Collector of Customs for the District of Alaska, are all deputy Collectors for said district required to and do they report to you the entrance and clearance of, as well as all privileges extended to, vessels entering at any port in the District?

Objected to as immaterial and not the best evidence

(Exhibit No. 19 U. S.)

7 A. They are so required, and do so report.

Q. How often? A. As often as once each month.

8 Q. Have you received such report from each deputy Collector for the month of June, 1892?

Same objection.

A. Yes, sir, I have.

9 Q. Do any such reports show the entrance or clearance of the British schooner "Winifred" at any port or place in the District of Alaska?

Same objection.

A. They do not.

Q. Did the master, G. M. O. Hansen, of the schooner "Winifred" obtain any special permit from you or any deputy collector for the District of Alaska, to unlade or take in cargo at Tonki Bay in the month of June, 1892?

Objection as incompetent and not the best evidence.

A. No, she did not.

20 Q. Did the British schooner "Venture," or the master thereof, report to you or any of your deputies or obtain permission to unlade cargo in Tonki Bay in June, 1892?

Same objection as last above.

A. No.

CROSS EXAMINATION:

Q. Will you please state what goods, merchandise and stores, found upon the schooner "Winifred" at the time of seizure are subject to the payment of duties, doing so from the inventory and appraisalment filed in this cause?

30 A. On one box of biscuit, two mats of rice, three sacks of beans, five sacks of flour, three boat compasses, two cases of canned corned beef $\frac{1}{2}$ tin matches, keg sugar, twenty thousand gun wads, two hundred and thirty $\frac{3}{8}$ cartridges, eight thousand primers, four rifles and six shot guns, at least on the above enumerated articles.

Q. Have you personally seen or inspected the articles comprising the cargo of the steamer "Winifred" and enumerated in the above appraisalment? A. I have seen the articles and made a casual inspection of the same.

40 Q. Are they not the ordinary and usual supply of stores for schooners of like character, out on a sea voyage, excepting the seal skins? A. Probably they are such as are used on a sealing schooner, but vessels with breech loading rifles are prohibited from coming into the waters of Alaska except under bond.

EDWIN T. HATCH,

Collector of Customs.

50 Sworn to and subscribed before me in the day and at the place and between the hours aforesaid.

R. C. ROGERS,

U. S. Commissioner.

CONRAD NILSEN recalled for examination.

Q. I understood you to say on direct examination that you were the cook on board the "Winifred," at the time she lay in Tonki Bay, and also at the time of her seizure. Is this true? A. Yes.

Q. As such cook you may state if you know what was the condition of the fresh water supply of the "Winifred" at the time she entered Tonki Bay?

60 Objected to by plaintiff as improper cross-examination.

A. Yes.

Q. What was the condition of the water supply? A.

(Exhibit No. 19 U. S.)

We had not more than enough for two days before coming in.

Q. Did the "Winifred" get a supply of fresh water after going into Tonki Bay? A. Yes.

Q. Was the ship's supplies, and all the cargo, except the seal skins found on board the "Winifred" at the time of her seizure, the actual and necessary ship supplies and stores for her crew for a voyage?

Objected to by plaintiff as incompetent and improper cross-examination.

A. Yes, sir.

Q. During the time that the "Winifred" was out on her sealing voyage during the year 1892, did she carry any cargo for the purpose of sale?

The same objection by the plaintiff as last above.

A. No, sir.

CONR. NILLSEN.

20 Sworn to and subscribed before me in the day and at the place and between the hours aforesaid.

R. C. ROGERS.

U. S. Commissioner.

By stipulation of the respective counsels, adjourned until Saturday morning at 9.30 Sept. 24, 1892.

Met pursuant to adjournment. Parties present.

Examination closed.

I, R. C. Rogers, the hereinbefore named Commissioner,
 30 by virtue of said order as herein stated, and hereto annexed, do hereby certify that I was attended at said U. S. District Court Room by C. S. Johnson, Esq. United States Attorney appearing for the plaintiff and by H. H. A. Hastings and Willoughby Clark by proctors in Admiralty, appearing for said defendant, her tackle, cargo, etc., and the said witnesses to-wit: F. D. Dodge, E. T. Hatch, C. L. Hooper, W. Kerr, D. Piper, C. Norland, C. Nilsen, who were of sound mind and lawful age, and by me duly sworn, and their examination reduced to writing, and
 40 that each and all of said witnesses their respective depositions were read in the conclusion of each of the same for such amendments and corrections as each of said witnesses desire to make, and that said depositions were subscribed by them in my presence in the day or days and between the hours, and at the place in that behalf aforesaid. I do further certify that I am not counsel, nor attorney for either of the parties to the suit in controversy, or in any way interested in the event of said suit. In testimony
 50 whereof I have hereunto set my hand and official seal this 24th day of September, 1892.

R. C. ROGERS.

U. S. Commissioner.

(Endorsed)—No. 345.—U. S. District Court.—District of Alaska.—United States *vs.* Schooner "Winifred."—Testimony.—Filed. October 12, 1892.—N. R. Peckinpaugh, Clerk.

In the United States District Court for the District of
Alaska, in Admiralty.

60 The United States } No. 345.

The Schooner "Winifred," her boats,
tackle, apparel, furniture and cargo.

Whereas, upon the trial of the above cause the testimony of several witnesses and certain documentary evi-

(Exhibit No. 19 U. S.)

dence and papers pertaining to the above named schooner and to her cargo, or portions thereof, are or may be material to the issues involved herein; and

Whereas, the said several witnesses and the said documentary testimony are all within the Province of British Columbia, Dominion of Canada, and outside of the jurisdiction of this Court, and outside of and beyond the reach
10 of its processes; and whereas, the bringing of said witnesses to the place of the trial of this cause at Sitka, Alaska, involve great and unnecessary hardship and expense,

Now, therefore, it is hereby stipulated and agreed by and between the parties hereto that the Hon. Levy W. Myres, American Consul for the Port of Victoria, British Columbia, Dominion of Canada, be and he is hereby designated and appointed as a Commissioner, with full power and authority to take, or cause to be taken, and reduced to writing in the form of
20 depositions the testimony of any person or persons who may be produced before said Commissioner upon their several oaths or affirmations, at the City of Victoria, in the Province of British Columbia, Dominion of Canada, and to receive and identify, and return with said depositions all such documentary evidence or papers as may be produced and offered by either party hereto at the time of taking such testimony. That the said testimony may be taken by said Commissioner at such time and place in said city of Victoria as may be designated by him, after
30 giving reasonable notice by mail to the respective parties hereto, and allowing sufficient time for them to be present at such hearing or such times at the office of said Commissioner in said city of Victoria as may be fixed by agreement of the parties hereto. That the said Commissioner shall reduce all the interrogatories propounded to the several witnesses, and all objections thereto, and all the answers of the several witnesses to such interrogatories, to writing or cause the same to be taken down in shorthand by a clerk or stenographer and transcribed and reduced to
40 writing in English, and thereupon cause the depositions of each witness to be read over to or by such witness and signed by him in the presence of said Commissioner, and shall cause all offers of documentary testimony, and all objections thereto, to be reduced to writing, and such documentary testimony to be identified, and shall upon the conclusion of the taking of said testimony cause said depositions and exhibits to be authenticated by him over his signature and seal and be duly transmitted in sealed envelope addressed to the Clerk of the District Court of
50 the Territory of Alaska, at Sitka, Alaska.

The respective parties hereto shall be entitled to be present by the respective proctors or counsel and propound interrogatories to the several witnesses, or propose objections thereto, and to produce and offer any documentary proofs or papers or propose objections thereto.

All objections to the manner of the taking and return of said testimony are hereby waived, but it is not intended hereby to waive any objections to the competency or materiality of any of the testimonial or documentary
60 proofs which may be returned by said Commissioner.

This stipulation shall be sufficient evidence of authority in said Commissioner to take said testimony, or cause the same to be taken before him in the manner herein provided, and this stipulation accompanied by a commission which may be issued by said Court to said Commissioner

(Exhibit No. 19 U. S.)

shall be full warrant and authority for so taking said testimony.

Dated Sitka, Alaska, the 19th day of September, 1892.

C. S. JOHNSON,

United States District Attorney for the District of Alaska.

HUGHES, HASTINGS & STEDMAN,

Proctors for claimant, C. S. Spring.

- 10 It is further stipulated and agreed by and between the respective parties hereto, that the taking of said testimony shall be begun on the 25th day of November, 1892, or as soon thereafter as the mail steamer from Alaska shall arrive, in the latter part of said month, and shall be continued from day to day until the same shall have been completed.

Dated Sept. 19th, 1892.

C. S. JOHNSON,

U. S. Atty. for Plaintiff.

20

HUGHES, HASTINGS & STEDMAN,

Proctors for Chas. Spring.

I hereby approve the foregoing stipulations. Done at Chambers at Sitka, Alaska. September 22, 1892.

WARREN TRUITT,

U. S. Dist. Judge.

In the United States District Court for the District of Alaska. In Admiralty.

30

The United States

vs.
The Schooner "Winifred," her boats, } No. 345.
tackle, apparel, furniture and }
cargo. }

The President of the United States of America to the Honorable Levi W. Myers, American Consul, duly commissioned, and resident at the Port of Victoria, in the Province of British Columbia, and Dominion of Canada,—Greeting:

40

Know ye, that we, in confidence of your prudence and fidelity, have appointed you a Commissioner, and by these presents do give you full power and authority to diligently examine, or cause to be examined, before you, upon their several corporal oaths or affirmations, before you to be taken and upon such interrogatories and cross-interrogatories as may be propounded by the proctors or counsel of the respective parties herein at such examination and hearing before you, such witness or witnesses as may be produced by either party before you at said hearing, in a certain cause now pending and undetermined, in the District Court of the United States in and for the District of Alaska, wherein the United States is libellant, and the schooner "Winifred," her boats, tackle, apparel, furniture and cargo is respondent, and Charles Spring, in the Province of British Columbia, and Dominion of Canada, is respectively, intervenor.

50

And we do hereby require you, the said Levi W. Myers, to reduce or cause said testimony to be reduced to writing and to receive and cause to be properly identified, and attached to said testimony, such documentary evidence as may be offered at said hearing, in accordance with the stipulation hereunto attached, and made a part of this commission, and, upon the conclusion of the taking of said testimony, to close the same up under your hand and

60

(Exhibit No. 19 U. S.)

seal, directed to N. R. Peckinpaugh, Clerk of the United States District Court in and for the District of Alaska at Sitka, in the Territory of Alaska, as soon as may be convenient after the execution of this commission; and that you return the same, when executed, as above directed with the title of said cause endorsed on the envelope.

Witness, the Hon. Warren Truitt, Judge of the United States District Court for the District of Alaska, this 22d day of September, in the year of our Lord one thousand eight hundred and ninety two, and of our independence the one hundred and seventeenth.

N. R. PECKINPAUGH,

[L. S.]

Clerk.

(Endorsed)—No. 345.—United States District Court, District of Alaska.—United States *vs.* Schooner "Winifred."—Stipulation.

20 HUGHES, HASTINGS & STEDMAN,

Attorneys for

In the District Court of the United States for the District of Alaska.

United States of America,
Libellant,

vs.

The Schooner "Winifred," her
boats, tackle, apparel, furniture
30 and cargo,

In Admiralty.
No.

Respondent.

Pursuant to the stipulation and commission issued to me, Levi W. Myers, American Consul at the port of Victoria, which stipulation and commission are returned herewith, the following witnesses hereinafter enumerated came before me and gave their testimony, on *this 27th day of October*, 1892; and thereupon F. P. Dewees, Esq., appeared for the United States, and E. C. Hughes, Esq., appeared for the respondent, and it was agreed between
40 said parties, by their respective counsel, that the provisions in said stipulation as to the time of taking the testimony herein be waived, and that the taking thereof proceed forthwith.

And thereupon, CHARLES SPRING, a witness on behalf of the respondent, being first duly sworn, testified as follows:

By Mr. Hughes:

Q. State your name? A. Charles Spring.

Q. Where do you live? A. Victoria, British Columbia.

50 Q. How long have you lived there? A. All my life.

Q. Are you the owner of the schooner "Winifred"? A. I am.

Q. Is she a British schooner? A. She is a British schooner.

Q. Registered at the Port of Victoria? A. Yes, sir.

Q. What kind of a schooner is she? A. A vessel of about
13 tons.

Q. When did she clear from the port of Victoria, or about when, last winter? A. During the month of March.

60 Q. What kind of a voyage was she bound on? A. Fishing and hunting.

Q. Did she carry anything but her necessary supplies and hunting outfit? A. Nothing else.

Q. Was she bound to the United States or Alaska or any port thereof? A. No.

(Exhibit No. 19 U. S.)

Q. Did she clear for the North Pacific Ocean? A. North Pacific Ocean is where she cleared for.

Q. Who was her captain? A. Capt. Hansen.

Q. You know nothing personally about the seizure? A. No.

Q. Did you ever authorize Capt. Hansen to load or unload anything into the United States? A. No, sir.

10 Q. Or take anything into the United States? A. No, sir.

Q. Did you ever give any instructions as to receiving or transferring anything within the limits of the waters of the United States? A. No.

Q. Did you know anything about the fact that he transferred the skins or any skins at Tonki Bay from your own personal knowledge? A. No more than from the fact that they arrived here, so they must have been transferred up there somewhere.

20 Q. These skins arrived here? A. Yes, sir.

Q. On what boat? A. On the "Kate."

Q. You only know by learning since the fact of the seizure what the cause was? A. Yes, sir.

Q. Did you ever direct Capt. Hansen to transfer or unload anything at Tonki Bay? A. No.

Q. In doing so, then, he did it without any directions or instructions from you? A. Yes, sir. I would like to make one correction in regard to the tonnage of the "Winifred." I was thinking of the "Kate." The

30 "Winifred" is only 13 tons. And I am managing owner—one of three, of the "Winifred."

Q. The "Kate" has a tonnage of 60 tons? A. Yes, sir, about that.

(Testimony of witness closed.)

C. SPRING.

Signed before me this 9th day November, A. D., 1892.
Witness my hand and seal of the Consulate at Victoria,
B. C.

LEVI W. MYERS,

40 Consul at Victoria and Commissioner.

In the United States District Court for the District of Alaska. In Admiralty.

The United States }

vs.

The schooner "Winifred," her } No 345.
boats, tackle, apparel, furni-
ture and cargo. }

I, Levi W. Myers, American Consul at the port of Victoria, in the Province of British Columbia, do hereby certify that, in pursuance of the stipulation and commission hereto annexed and returned herewith, and by virtue of the power and authority therein conferred upon me, I did on the 27th day of October, 1892, cause the witness hereinafter named to appear before me and give his testimony herein, at the rooms of the Board of Trade, in the City of Victoria, B. C., and at the said time and place there was present as counsel on behalf of the United States, F. P. Dewees, Esq., and as counsel on behalf of the respondent 60 and intervenor, E. C. Hughes, Esq., and I do further certify, that I did cause the testimony of said witness to be taken down in writing by stenographers by me duly sworn, faithfully to report and transcribe said testimony; and that thereupon Charles Spring, after being duly sworn to testify to the truth, the whole truth and nothing but

(Exhibit No. 19 U. S.)

the truth, did give his testimony on behalf of the respondent and intervenor.

And I further certify that the foregoing deposition of said witness hereinabove named was thereupon transcribed and read over by the said witness in my presence, and by the said witness subscribed to before me.

And I further certify that the foregoing deposition of the said witness constitutes the whole testimony so taken before me in pursuance of said commission, and that the same is hereunto attached and returned herewith.

In witness whereof, I have hereunto subscribed my name and affixed my consular seal at the port of Victoria, Province of British Columbia, this 9th day of November, 1892.

[L. S.]

LEVI W. MYERS,
U. S. Consul and Commissioner.

(Endorsed)—United States Consulate at Victoria, B. C.—
20 The United States *vs.* The Schooner "Winifred," her boats, tackle, apparel, furniture and cargo.—N. R. Peckinpaugh, Esq., Clerk of the U. S. District Court in and for the District of Alaska, Sitka, Territory of Alaska.—Filed Nov. 19th, 1892.—N. R. Peckinpaugh, Clerk.—L. S.

And on November 19th, 1892, the following further proceedings were had and appear of record in said cause,
30 which are in words and figures following, to-wit:

The United States	} No. 345.
<i>vs.</i>	
Schooner "Winifred," <i>et al.</i>	

Comes now the United States Attorney and presents in open Court the account of R. C. Rogers, duly appointed Commissioner to take testimony in said cause for taking and certifying depositions therein in the sum of \$30.00.

And the Court being sufficiently advised, it is ordered
40 that the said account be and the same is hereby approved and allowed in the sum of \$30.00.

And afterwards, to wit: on December 13, 1892, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

United States	} No. 345.
<i>vs.</i>	
Schooner "Winifred," <i>et al.</i>	

50 It appearing to the Court that there is now in the office of the Clerk of this Court a large number of depositions taken in said cause, pursuant to stipulation on file on that behalf, and the United States Attorney appearing for the plaintiff in open Court, moves that an order be made opening said depositions. It is, therefore, ordered, and the Clerk of this Court is hereby directed to open said depositions and hold them subject to the inspection of the attorneys and parties to said suit.

60 And on Jan. 6, 1894, plaintiff filed notice of trial in said cause, which is in words and figures following to to-wit.

(Exhibit No. 19 U. S.)

In the United States District Court for the District of
Alaska.

The United States
vs.
The Schooner "Winifred." } No. 345. Notice.

To E. C. Hughes, Proctor for defendant and claimant and
to said defendant and claimant:

10 You are hereby notified that the United States Attorney
for plaintiff in the above entitled cause, will move said
cause for trial in said Court at Sitka, on the 6th day of
February, 1894, at 11 o'clock A. M. of said day, or as soon
thereafter as counsel can be heard, and that the same will
be submitted to the Court upon the depositions and proofs
on file in said cause.

C. S. JOHNSON,

U. S. Atty. for Plaintiff.

20 (Endorsed)—No. 345.—In U. S. Dist. Court, Dist. of
Alaska.—The United States *vs.* The schooner "Wini-
fred."—Notice of Trial.—Filed January 6th, 1894.—
N. R. Peckinpugh, Clerk.—C. S. Johnson, U. S. Attor-
ney for Plaintiff.

And on the 8th day of January, 1894, certificate of U. S.
Marshal was filed in said cause, which is in words and fig-
ures following, to wit:

District Court of the United States for the District of
Alaska.

30 The United States
vs.
The Schooner "Winifred." } No. 345.

I hereby certify that I deposited in the Post Office at
Sitka, Alaska, on the 6th day of January, 1894, addressed
to E. C. Hughes, Esq., Seattle, Was., a copy of notice,
the original of which was filed by the Clerk of said Court
the 6th day of January, 1894.

ORVILLE T. PORTER,

U. S. Marshal.

By A. A. MEYER,

Deputy.

(Endorsed)—No. 345.—Dist. Court of the U. S. for the
Dist. of Alaska.—United States *vs.* The schooner
"Winifred."—Certificate of U. S. Marshal as to the
posting copy of notice in post office.—Filed January
8, 1894.—N. R. Peckinpugh, Clerk.

40 And on March 1, 1894, the following further proceedings
were had and appear of record in said cause, which is in
words and figures following to wit:

In the United States District Court, for the District of
Alaska.

The United States
vs.
The Schooner "Winifred," her } No. 345.
boats, tackle, apparel, furni- } Findings of fact and con-
ture and cargo. } clusions of law.

60 This cause having been duly tried and submitted, the
Court, after due consideration thereof, now finds the
following facts and conclusions of law.

First.—That on the 20th day of July, 1892, and prior
thereto, Washington C. Coulson was a captain in the
United States Revenue Marine Service, was in command

(Exhibit No. 19 U. S.)

of the Revenue Cutter "Rush," and was duly authorized to make seizures of vessels for violations of law.

Second.—That on said 20th day of July, 1892, as captain of said vessel, he seized the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, near Amak Island, in latitude 55° 22' 45" north, longitude 163° 35' West, in Behring Sea, and within the jurisdiction of this Court, and brought the same to Sitka, Alaska, and delivered them to the United States Marshal, where they now are, in the custody of this Court.

Third.—That said vessel is a foreign vessel, the managing owner Charles Spring, of Victoria, in British Columbia, and cleared from said foreign port on the 20th day of February, 1892, laden with merchandise, stores and ballast, and bound for the United States. That on or about the 20th day of June, 1892, in Tonki Bay, Afognak Island, within the waters of the Alaska Collection District and within the jurisdiction of this Court, there was unladen from the British schooner "Libbie" one sack of potatoes, and from the British schooner "Venture" ten bags of salt and a large quantity of coal. That each of said vessels were foreign, and in fact bound for the United States.

Fourth.—That all of said merchandise from said vessels were transferred to and received on board the schooner "Winifred," with the full knowledge and consent of G. M. O. Hansen, who was then and there master of said schooner. And at the same time and place said vessel did unlade and transfer to the foreign schooner "Favorite," a large amount of cargo, to wit: One hundred fur seal skins.

Fifth.—That neither the said schooner "Winifred" or any of said vessels, at said time, had come to the proper place for discharge of their cargoes or any part thereof, nor had any of them been authorized by the proper officer of Customs of said District of Alaska to make the same, nor was said unlading made necessary by any accident or distress.

CONCLUSION OF LAW.

As a conclusion of law the Court finds, from the foregoing facts, that the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, are forfeited to the use of the United States. Sitka, Alaska, March 1st, 1894.

WARREN TRUITT,
U. S. Dist. Judge.

And on March 1st, 1894, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

United States	}	No. 345.
<i>vs.</i>		
Schooner "Winifred," her boats, tackle, apparel, furniture and cargo.		

And now on the 1st day of March, 1894, this cause coming on to be heard in open Court, said libellant appears by C. S. Johnson, United States Attorney, and there being no attorney or proctor present for said defendant and claimant, and it appearing from the record and files in said cause that E. C. Hughes, Esq., heretofore appeared and filed as proctor the claim of Charles Spring as managing owner of said vessel, her cargo, etc., and also an answer

(Exhibit No. 19 U. S.)

to the libel of information filed herein, and the testimony having been taken, reduced to writing and filed in this Court, and notice having been given to said E. C. Hughes, proctor for claimant that said cause would be moved for trial on the 6th day of February, 1894, or as soon thereafter as proctor for libelant could be heard, on motion of C. S. Johnson, proctor for libelant, said cause is this day
 10 submitted to the Court for consideration and decision upon the record and evidence filed herein.

And on April 26, 1894, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

United States

vs.
 Schooner "Winifred," her boats, tackle,
 apparel, furniture and cargo. } No. 345.

20 The decree heretofore entered March 1st, 1894, directing the issuance of *venditioni exponas* if cause is not appealed, will issue. No appeal having been prayed and perfected within the time allowed by law.

The U. S. Marshal for Alaska will sell said schooner "Winifred," her boats, tackle, apparel, furniture and cargo, after giving notice as is usual in such cases, by publication within thirty days from the date hereof, at the town of Sitka.

30 In the District Court of the United States, for the District of Alaska.

United States

vs.
 The schooner "Winifred," her
 boats, tackle, apparel, furni- } No. 345.
 ture and cargo.

The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

40 Whereas, a libel hath been filed in the District Court for the District of Alaska, on the 19th day of August, 1892, by C. S. Johnson, United States Attorney, for said District, against the schooner "Winifred," her boats, tackle, apparel, furniture and cargo, for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made, and that all persons interested in said schooner, her boats, tackle, apparel, furniture and cargo, may be cited in general and special to answer the premises, and all pro-
 50 ceedings being had that the said schooner, her boats, tackle, apparel, furniture and cargo may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same be condemned and sold to answer the prayer of the said libelant, and whereas the said schooner, her boats, tackle, apparel, furniture and cargo had been attached by the process issued out of said District Court in pursuance of said libel, and are now in custody by virtue thereof and such proceedings had been thereupon had that by a
 60 definite sentence and decree of said Court made and pronounced on the 1st day of March, 1894, and an order of sale of said Court in this cause made on the 26th day of April, 1894, the said schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and all property found upon or appertaining to said

(Exhibit No. 19 U. S.)

schooner, to be sold by you the said Marshal, at Sitka, in said District, after having given not less than fifteen days' notice by publication in a newspaper, printed and published at Sitka, in said District, and that you pay the proceeds of said sale to the Clerk of this Court as required by law.

Now, therefore, you will execute said decree and order and return this writ and report the manner in which you have executed this order to this Court.

Witness the Honorable Warren Truitt, Judge of said Court at Sitka, in said District, this the 26th day of April, 1894.

CHARLES D. ROGERS,
Clerk.

[L. S.]

Received this 26th day of April, A. D. 1894.

LOUIS L. WILLIAMS,
U. S. Marshal.

20

By W. H. McNAIR,
Deputy U. S. Marshal.

United States, District of Alaska, ss.:

I, Louis L. Williams, U. S. Marshal within and for the District of Alaska, hereby certify that the within writ of *venditioni exponas* was received by me on the 26th day of April, and on the 28th day of April I gave notice of the sale of the schooner "Winifred," her boats, tackle, apparel, furniture and cargo to be sold May 28, 1894, by advertisement in the *Alaska Herald*, a weekly newspaper printed and published in the Town of Sitka, in said District of Alaska. And I further certify that in obedience to an order of the U. S. District Court within and for the District of Alaska, made and entered of record on the 19th day of May, 1894, I now hereby return this writ of *venditioni exponas* not executed.

Dated Sitka, Alaska, May 21, 1894.

LOUIS L. WILLIAMS,
U. S. Marshal.

40 (Endorsed)—No. 345.—District Court of the U. S., District of Alaska.—United States *vs.* Schooner "Winifred" *et al.*—Writ of *venditioni exponas*.—Returned and filed May 21, 1894.—Charles D. Rogers, Clerk.—Louis L. Williams, U. S. Marshal.

And on May 19, 1894, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

50 United States
vs.
Schooner "Winifred," her boats,
tackle, &c. } No. 345.

The *venditioni exponas* heretofore issued in this cause will be returned *instanted* by the Marshal, and he is directed to return the same not executed, and returned by order of this Court.

The order heretofore entered directing the issuance of said writ is vacated and for nothing held.

60

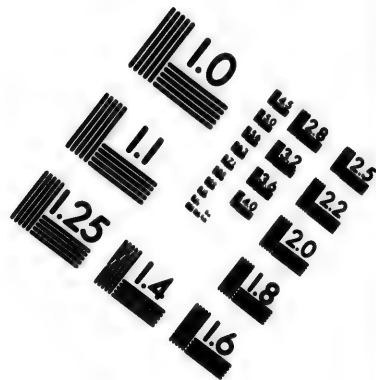
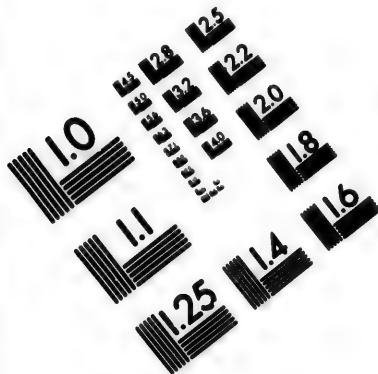
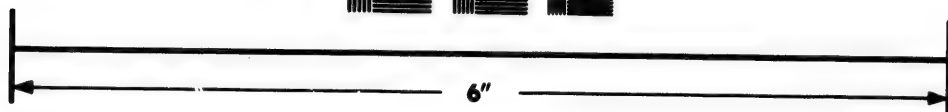
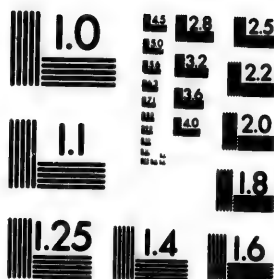


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(Exhibit No. 19 U. S.)

In the District Court of the United States for the District
of Alaska.

United States

^{vs.}
The schooner "Winifred," her boats, } No. 345.
tackle, apparel, furniture and cargo. }

The President of the United States of America, to the
10 Marshal of the District of Alaska, greeting:

Whereas, a libel hath been filed in the District Court
for the District of Alaska on the 19th day of August,
1892, by C. S. Johnson, United States Attorney for said
District, against the schooner "Winifred," her boats,
tackle, apparel, furniture and cargo, for the reasons and
causes in said libel mentioned, and praying the usual pro-
cess and monition of the said Court in that behalf to be
made, and that all persons interested in said schooner,
her boats, tackle, apparel, furniture and cargo, may be
20 cited in general and special to answer the premises, and
all proceedings being had that the said schooner, her
boats, tackle, apparel, furniture and cargo may for the
causes in the said libel mentioned be condemned as for-
feited to the use of the United States, and praying that the
same be condemned and sold to answer the prayer of the
said libellant, and whereas the said schooner, her boats,
tackle, apparel, furniture and cargo hath been attached by
the process issued out of said District Court in pursuance
of said libel, and are now in custody by virtue thereof
30 and such proceedings hath been thereupon had that by
a definite sentence and decree of said Court made and
pronounced on the 1st day of March, 1894, and
an order of sale of said Court in this cause made
on the 15th day of June, 1894, the said schooner
"Winifred," her boats, tackle, apparel, furniture and
cargo, and all property found upon or appertaining to said
schooner, to be sold by you, the said Marshal, at Sitka in
said District after having given not less than fifteen days
notice by publication in a newspaper printed and published
40 at Sitka in said District, and that you pay the proceeds of
said sale to the Clerk of this Court as required by law.

Now, therefore, you will execute said decree and order
and return this writ and report the manner in which you
have executed this order to this Court.

Witness the Honorable Warren Truitt, Judge of said
Court at Sitka, in said District, this the 18th day of June,
1894.

CHARLES D. ROGERS,
Clerk.

50 The within writ of *venditioni exponas* was received by
me at Sitka, Alaska, this 20th day of June, 1894.

LOUIS L. WILLIAMS,
United States Marshal.

By W. H. McNAIR,
Deputy Marshal.

United States, District of Alaska, ss.:

I, Louis L. Williams, United States Marshal, within
and for the District of Alaska, by direction of Lytton
Taylor, U. S. Attorney for said District of Alaska, return
60 this writ not executed.

Dated Sitka, Alaska, this 19th day of July, 1894.

LOUIS L. WILLIAMS,
U. S. Marshal.

(Endorsed)—No. 345.—District Court of the U. S., Dist. of
Alaska.—United States *vs.* Schooner "Winifred" *et*
al.—Writ of *venditioni exponas*.—Returned and filed
July 20, 1894.—Charles D. Rogers, Clerk.

(Exhibit No. 19 U. S.)

DISTRICT OF ALASKA,
U. S. MARSHAL'S OFFICE.

SITKA, ALASKA, October, 11, 1894.

In obedience to and by virtue of the command of the annexed writ to me directed, and after giving due and legal notice of the time and place of sale as directed in said writ, I did on the 1st day of October, 1894, at Sitka, in the
 10 District of Alaska, proceed to offer for sale and did sell the schooner "Winifred," her tackle, apparel, furniture and cargo, and all property found upon or appertaining to said schooner at public auction to the highest and best bidders for cash and realized therefrom the sum of \$727.25.

That I have paid out on account of costs and expended on account thereof the sum of \$102.29, as particularly shown in my account in said case leaving a balance of \$564.96, which sum I now return into Court.

LOUIS L. WILLIAMS,

20 United States Marshal, District of Alaska.

In the District Court of the United States for the District of Alaska.

United States

vs.

The schooner "Winifred," her boats, tackle, } No. 345.
 apparel, furniture and cargo. }

The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

30 Whereas: A libel hath been filed in the District Court for the District of Alaska, on the 19th day of August, 1892, by C. S. Johnson, United States Attorney, for said District, against the Schooner "Winifred," her boats, tackle, apparel, furniture and cargo, for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made and that all persons interested in said schooner, her boats, tackle, apparel, furniture and cargo, may be cited in general
 40 and special to answer the premises, and all proceedings being had that the said schooner, her boats, tackle, apparel, furniture and cargo may for the causes in the said libel mentioned be condemned as forfeited to the use of the United States, and praying that the same be condemned and sold to answer the prayer of the said libelant, and whereas the said schooner, her boats, tackle, apparel, furniture and cargo hath been attached by the process issued out of said District Court in pursuance of said libel, and are now in custody by virtue thereof and such proceedings
 50 hath been thereupon had that by a definite sentence and decree of said Court made and pronounced on the 1st day of March, 1894, and an order of sale of said Court in this cause made on the 26th day of April, 1894, the said schooner "Winifred," her boats, tackle, apparel, furniture and cargo, and all property found upon or appertaining to said schooner, to be sold by you the said Marshal, at Sitka in said District, after having given not less than fifteen days' notice by publication in a newspaper, printed and published
 60 at Sitka, in said District, and that you pay the proceeds of said sale to the Clerk of this Court as required by law.

Now therefore you will execute said decree and order and return this writ and report the manner in which you have executed this order to this Court.

(Exhibit No. 19 U. S.)

Witness the Honorable Warren Truitt, Judge of said Court at Sitka, in said District, this the 6th day of September, 1894.

CHARLES D. ROGERS,
Clerk.

[L. S.]

The within writ received this 6th day of September, 1894.

LOUIS L. WILLIAMS,
U. S. Marshal.

By W. H. McNAIR,
Deputy Marshal.

(Endorsed)—No. 345.—Dist. Court of the U. S., Dist. of Alaska.—United States *vs.* Schooner "Winifred."—Writ of *Venditioni Exponas*.—Filed Oct. 11, 1894.—Charles D. Rogers, Clerk.

In the District Court of the United States for the District of Alaska.

United States of America,	} No. 345.
Plaintiff,	
<i>vs.</i>	
Schooner "Winifred," &c.,	} Admiralty.
Defendant.	

Statement of disbursements claimed in the above entitled cause, viz.:

Attorney's fees.	Docket fees, 6824 R. S.	\$20.00.
	Total,	\$20.00.

District of Alaska, ss.:

Lytton Taylor, U. S. Atty., being duly sworn, says he is the Attorney for the U. S., District of Alaska, that in the above entitled cause; that the costs and disbursements set forth above have been fixed by law, 6824 R. S., and that he is entitled to recover the same from the United States.

LYTTON TAYLOR,
U. S. Atty.

(Endorsed)—No. 345.—In the District Court of the United States for the District of Alaska.—United States, Plaintiff, *vs.* Schooner "Winifred," Defendant.—Cost Bill.—Filed October 11, 1894.—Charles D. Rogers, Clerk.

And on October 11th, 1894, the following further proceedings were had and appear of record in said cause, which are in words and figures following, to wit:

The United States of America

50 The schooner "Winifred," her	} No. 345.
tackle, apparel, furniture	
and cargo.	

In this cause Louis L. Williams, United States Marshal, appeared in open Court, and submits his actions for consideration by the Court, and it appearing from the return duly made and endorsed upon the writ of *venditioni exponas*, heretofore issued in this cause, that the said Marshal has duly executed said writ, in that he did on the 1st day of October, 1894, at Sitka, in the District of Alaska, after having given due and legal notice, sell said schooner "Winifred," her boats, tackle, apparel, furniture and cargo at public auction for the sum of \$727.25 cash in hand, as directed by said writ. And now returns into open Court the sum of \$564.96 so realized after deducting the costs and expenses and his commissions accrued and

(Exhibit No. 19 U. S.)

paid therein in the sum of \$162.29, as approved by his verified account thereof.

And it appearing that said sale so made by said Marshal was in all things regular and in due conformity with the directions in said writ, it is ordered that said sale be and it is hereby in all things confirmed.

And now comes Lytton Taylor, United States Attorney and presents in open Court the following and duly verified claims, for approval and allowance, in said cause to be taxed and paid as costs herein. Viz:

The claim of Lytton Taylor, U. S. Attorney.

Docket fee, Sec. 6824, Revised Statutes..... \$20 00

The claim of Charles D. Rogers, clerk of the U. S.

District Court, for..... 9 10

Said sum being his costs accrued, and the further

sum of..... 5 65

being one per centum for receiving, keeping and paying 20 out said sum of \$564.96, paid into court.

And the Court having inspected and examined said several claims, including the account rendered by the Marshal, in the presence of the U. S. District Attorney, and it appearing to the Court, from an examination of said claims and the evidence relating thereto, that the services in said claims charged for were actually and necessarily rendered, and that said charges are in all things reasonable and just.

Said several claims and charges are hereby approved, 30 allowed and certified for the several sums and to the several claimants and officers as follows, viz:

Lytton Taylor, U. S. Attorney, docket fee..... \$20 00

Charles D. Rogers, Clerk U. S. District Court..... 14 75

to be taxed as costs in said cause.

And it is further ordered that said Louis L. Williams pay to the Clerk of this Court the amount remaining after deducting the amount of expenses, fees and commissions in said account charged and herein approved, allowed and certified, the sum of \$564.96, to be applied by said clerk 40 as follows:

Docket fee, Lytton Taylor, U. S. Attorney..... \$20 00

Costs, Charles D. Rogers, Clerk U. S. Dist. Court 14 75

Costs, N. R. Peckinpugh, late Clerk U. S. Dist.

Court..... 2 50

Costs, Orville T. Porter, late U. S. Marshal..... 2 00

To the credit of the Treasury Department..... 525 71

\$564 96

SITKA, ALASKA, Oct. 15, 1894.

50 Received from Charles D. Rogers, Clerk, Five Hundred and Twenty-five & 71/100 Dollars, proceeds of sale of schooner "Winifred."
\$525.71.

BENJAMIN P. MOORE,
Collector.

(Exhibit No. 112.)

Claim No. 15, "Black Diamond."**EXHIBIT No. 112 (G. B.), CLAIM No. 15.****TRANSCRIPT OF REGISTER FOR TRANSMISSION TO CHIEF REGISTRAR OF SHIPPING.**

10

Official Number of Ship.	Name of Ship.	No., Date and Port of Registry.
61804.	"Black Diamond."	Port Number 16-8/1869. Victoria, B. C.

No., Date and Port of previous Registry (if any).
No. Number, 30th June, 1865, Nanaimo.

Whether British or Foreign Built.	Whether a Sailing or Steam Ship; and if a Steam Ship, how propelled.	Where Built.	When Built.	Name and Address of Builders.
British.	Sailing.	Victoria.		

	Number of Decks. One.	Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post	Feet.	Tenths.
	Number of Masts. Two.	Main breadth to outside of plank.	81	8
	Rigged. Schooner.	Depth in hold from tonnage deck to ceiling at midships.	17	0
	Stern. Square.	Depth in hold from upper deck to ceiling at midships in the case of three decks and upwards.	7	8
	Build. Carvel.	Length of engine room, if any.		
	Galleries. None.			
	Head. Straight.			
	Framework. Stem.			
	Wood.			

	Gross Tonnage.	No. of Tons.	Deductions Allowed.	No. of Tons
	Under Tonnage Deck.	81. $\frac{41}{100}$	On account of spaces required for propelling power.	
	Closed in spaces above the Tonnage Deck, if any.		On account of spaces occupied by Seamen or Apprentices, and appropriated to their use, and kept free from goods or stores of every kind, not being the personal property of the crew.	
	Space or spaces between decks.		These spaces are the following, viz.:	
	Poop.			
	Forecastle.			
	Round House.			
	Other closed in spaces, if any, as follows:			
	Gross Tonnage.			
	Deductions, as per Contract.			
	Registered Tonnage.	81. $\frac{41}{100}$	Total Deductions.	

50

Name of Master, George Rudlin, of Victoria.

Names, Residences, and Description of the Owners, and number of Sixty-fourth Shares held by each, viz.:
RICHARD BAODRICK, of Victoria,
British Columbia, Merchant,
Sixty-four (64) Shares.

60 Dated at Victoria, the 20th day of April, 1869.

Registrar W. HAMLEY.

(Exhibit No. 112.)

COPY TRANSACTIONS SUBSEQUENT TO REGISTRY FOR TRANSMISSION TO REGISTRAR-GENERAL OF SHIPPING AND SEAMEN.

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and occupation of Transferee, Mortgagee, or other person acquiring title or power.
10	1	Richard Brodrick.	32	July 16th, 1873, 12.30 P. M.	Mortgage dated 12th July, 1873, to secure payment of a note \$5,250.00 and interest due by Julius Frederick Emil Englehardt, 12th July, 1874.	John Mount Thain of Victoria, B. C. Mariner.
20	2	John Mount Thain.	32	July 16th, 1873, 12.35 P. M.	Transfer of Mortgage A for \$5,250.00.	Joseph Despard Pemberton, of Victoria, B. C. Gentleman.
30	3	Richard Brodrick.	32	July 16th, 1873, 12.45 P. M.	B Mortgage dated 15th July, 1873, to secure payment of a note for \$2,500 due by Julius Frederick Emil Englehardt, 16th July, 1874.	Francis Garesche, of Victoria, B. C. Agent of Wells Fargo & Co.
	4	Richard Brodrick.	32	November 19th, 1873, 2.30 P. M.	Bill of Sale dated 8th November, 1873.	Alfred A. Green, of Victoria, B. C. Clerk.
40	5	A. A. Green.	32	Mar. 27, /79.	Bill of Sale dated April 22, 1876.	Peter Dewar Forbes of Victoria, B. C. Contractor.
	6	P. D. Forbes.	32	March 27th, /79.	Mortgage C. for \$5,000, dated April 23rd, 1876.	Henry Louis Tibbals of Victoria, B. C. Wharfinger.
	7	P. D. Forbes.	32	March 27th /79.	Bill of Sale dated August 26th, 1876.	Julius Frederick Emil Englehardt of Victoria, B. C. Wharfinger.
50	8	R. Brodrick.	32	March 27th /79.	Bill of Sale dated 28th Sept., 1876.	Julius Frederick Emil Englehardt of Victoria Wharfinger.
	9	J. D. Pemberton.	32	March 27th, /79.	Discharge of Mortgage A for \$5,250. Receipt, dated January 29th, 1879.	
60	10	F. Faresche.	32	March 27 /79.	Discharge of Mortgage B, for \$2,500. Receipt, dated Sept. 29th, 1876.	

(Exhibit No. 112.)

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and occupation of Transferee, Mortgagee, or other person acquiring title or power.
10	11	J. T. E. Englehardt.	32	March 27 /79.	Bill of Sale dated 15th Sept. 1876.	James Chestney Bales of Victoria, B. C. Wharfinger.
	12	J. C. Bales.	32	March 27th, 1879.	Mortgage D for \$5,500. and Int. dated 16th Sept., 1876.	The British Columbia Investment and Loan Society, Victoria, B. C.
20	13	J. F. E. Englehardt.	16	March 27 /79.	Bill of Sale dated 20th Feb., 1879.	Montague W. Tyrwhett Drake of Victoria, B. C. Barrister.
	14	Henry L. Tibbals.	32	Mar. 27/79	Discharge of Mortgage C. for \$5,000. Receipt, dated 27 March, 1879.	
30	15	J. F. Englehardt.	16	May 31st, 1879.	Mortgage E. for \$2,000 and Interest at 1% per month, dated 30th April, 1879.	The British Columbia Loan & Investment Society of Victoria, B. C.
	16	The British Columbia Loan & Investment Society of Victoria, B. C.	32	Dec. 21st, 1880, at 1 P. M.	Discharge of Mortgage D, for \$5,500 and Interest. Receipt dated 21st Dec., 1880.	
40	17	The British Columbia Loan & Investment Society of Victoria, B. C.	16	Dec. 21/1880, at 1 P. M.	Discharge of Mortgage E. for \$2,000 & Interest. Receipt dated 21st December, 1880.	
	18	J. F. Englehardt, J. C. Bales, M. T. W. Drake.	16 32 16	Dec. 31st, 1880, at 2 P. M.	Bill of Sale dated 21st Decr., 1880.	George Collins of Victoria, B. C. Saloonkeeper.
50	19	George Collins.	64	October 21st, 1881, at 11.35 A. M.	Bill of Sale dated October 1st, 1881.	Joseph Quadros of Victoria, B. C. Mariner.
	20	Joseph Quadros.	64	January 11th, 1882, at 3 P. M.	Bill of Sale dated December 31st, 1881.	William Spring of Victoria, B. C. Master Mariner.

(Exhibit No. 112.)

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and occupation of Transferee, Mortgagee, or other person acquiring title or power.
10	21	William Spring.	64	June 9th, 1884, at 11 A. M.	Dies on 25th March, 1884. Will dated 31st December, 1880, appointed James Hill Lawson, William Thomas Livoch, Charles Spring, his executors. Will proved on the 1st day of April, 1884, in the Supreme Court of British Columbia.	James Hill Lawson of Victoria, B. C., Factor, Hudson Bay Co. William Thomas Livoch of Victoria, B. C., Factor, Hudson Bay Co. Charles Spring of Victoria, B. C., Clerk Hudson Bay Co.
20	22	James Hill Lawson, William Thomas Livoch, Charles Spring, joint owners.	64	June 19th, 1884, at 1.30 P. M.	Bill of Sale dated 9th June, 1884.	Joseph Quadros, of Victoria, B. C., Trader.
30	23	Joseph Quadros.	13	February 24th, 1886, 10.30 A. M.	Bill of Sale dated 16th January, 1886.	Henry Baxton of Victoria, B. C., Mariner.
	24	Joseph Quadros.	51	November 8th, 1888, 10 A. M.	Bill of Sale dated January 3rd, 1887.	Jacob Gutman of Victoria, B. C. Merchant.
40	25	Henry Paxton.	13	November 8th, 1888, at 10 A. M.	Bill of sale dated January 10th, 1888.	Joseph Guttmann, of Victoria, B. C., Merchant.
	26	Jacob Guttmann.	64	November 10th, 1888, at 10 A. M.	Dies in or about the 1st day of April, 1887, in testate. Letters of Administration granted to Moritz Guttmann of Victoria, B. C., by the Supreme Court of British Columbia on the 2nd day of October, 1888.	Moritz Guttmann of Victoria, B. C. Merchant.
50	27	Moritz Guttmann.	64	November 10th, 1888, at 10.20 A. M.	Bill of Sale dated November 10th, 1888.	Moritz Moss of Victoria, B. C. Merchant.
	28	Morris Moss.	64	October 17th, 1889, 12 noon.	Bill of Sale dated Oct. 16th, 1889.	John Lambert Penney of Victoria, B. C. Merchant.
60	29	John Lambert Penney.	64	December 12th, 1891, 12 noon.	Bill of Sale dated December 10th, 1891.	Pacific Sealing Company, Limited, Head office, Victoria, B. C.

(Exhibit No. 112.)

	Number of Transactions.	Name of Person from whom title is derived.	Number of shares affected.	Date of Registry.	Nature and date of transaction.	Name, Residence and occupation of Transferee, Mortgagee, or other person acquiring title or power.
10	30	Pacific Sealing Co. Ltd.	64	February 12th, 1892, 10.45 A. M.	Mortgage dated February 8th, 1892, for \$1,000.	Theophila Turner Green and Frederick Hammet Worlock, both of Victoria, B. C. Bankers, Joint Mortgagees.
20	31	Pacific Sealing Co. Ltd.	64	Sept. 13th, 1892, at 10.30 A. M.	Mortgage B., dated Sept. 9th, 1892, for Two thousand Dollars (\$2,000) & interest at 8% per annum.	Thomas Earle, Merchant, Victoria, B. C.
	32	Theophila Turner Green and Frederick Hammet Worlock, joint owners.	64	December 8th, 1892, at 3.50 P. M.	Bill of Sale dated 8th Decr., 1893, under Mortgage A.	Isaac Archibald Gould, of Victoria, B. C. Master Mariner.
30	33	Isaac Archibald Gould.	21	February 9nd, 1894, at 3.28 P. M.	Bill of Sale dated 18th January, 1894.	Orlander Warner, of Victoria, B. C. Ship Wright.
	34	Orlando Warner.	21	May 17th, 1894, at 5 P. M.	Mortgage C, dated 17th May, 1894, for \$250, with interest at 12% per annum.	Richard Hall, of Victoria, B. C. Shipowner.
40	35	Richard Hall.	21	January 15th, 1895, at 3.30 P. M.	Discharge of Mortgage C. Receipt dated 15th January, 1895.	Orlando Warner, of Victoria, B. C. Shipwright.
	36	Isaac Archibald Gould.	32	Decr. 16th, 1895, at 1.20 P. M.	Bill of Sale dated 16th Decr., 1895.	Mary Logan Fulton, wife of Captain G. N. Fulton, of Onslow, Nova Scotia.
50	37	Isaac Archibald Gould.	11	Decr. 16th, 1895, 1.20 P. M.	Bill of Sale dated 16th Decr., 1895.	John Edgar Fulton, Master Mariner, Onslow, Nova Scotia.
	38	Orlando Warner.	21	Decr. 16th, 1895, 1.20 P. M.	Bill of Sale dated 16th Decr., 1895.	John Edgar Fulton, Master Mariner, Onslow, Nova Scotia.

(Exhibit No. 113.)

EXHIBIT No. 113 (G. B.), CLAIM No. 15.

Certified copy of Label in proceedings in United States District Court in Alaska in case of United States *vs.* "Black Diamond."

Be it further remembered that on the 16th day of September, 1889, a Munition was duly issued in said cause, 10 which is in words and figures following, to wit:

In the United States District Court, in and for the District of Alaska.

The President of the United States of America, to the Marshal of the District of Alaska, Greeting:

Whereas: A libel of information hath been filed in the District Court of the United States for the District of Alaska, on the 14th day of September, in the year A. D. 1889, by Whit. M. Grant, United States Attorney for the 20 District aforesaid, on behalf of the United States of America, against seventy six (76) fur seal skins and one (1) rifle, as forfeited to the use of the United States for the reasons set forth in the said libel of information, and praying the usual process and monition of said Court in that behalf to be made, and that all persons interested in the said seal skins and rifle may be cited in general and special to answer the premises, and all proceedings being had, that the said seal skins and rifle may for the causes in said libel of information mentioned, be condemned as 30 forfeited to the use of the United States.

You are therefore hereby commanded to attach the said seventy-six fur seal skins and rifle, to detain the same in your custody until the further order of the Court, respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel of information, that they be and appear before the said Court to be held in and for the District of Alaska, on Saturday the 28th day of September, 1889, at 10 o'clock in the forenoon of the same day, if 40 the same shall be a day of jurisdiction otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf, and what you shall have done in the premises do you then and there make returns thereof, together with this writ.

Witness: The Honorable John H. Keatley, Judge of said Court, and the seal thereof affixed at the town of Sitka, in the District of Alaska, this 16 day of September, 50 in the year of our Lord one thousand eight hundred and eighty-nine, and of the Independence of the United States the one hundred and fourteenth.

HENRY E. HAYDEN,

Clerk U. S. District Court.

WHIT. M. GRANT,

U. S. District Attorney.

(Endorsed)—No. 202.—In the U. S. Dist. Court, Dist. of Alaska.—United States *vs.* 76 Fur Seal Skins and 1 Rifle.—Monition.—Returned and filed, Sept. 28, 1889. 60 —H. E. Hayden, Clerk.

(Exhibit No. 21 U. S.)

United States Exhibit.**EXHIBIT No. 21 (U. S.), CLAIM No. 15.**

Certified copy of Decree in proceedings in United States District Court in Alaska in case of United States vs. "Black Diamond."

10 And afterwards to wit, on September 28 the following further proceedings were had in said cause and appear of record, which are in words and figures following, to wit:

At a stated term of the District Court of the United States in and for the District of Alaska held at Sitka, in said District, on this 28th day of September, 1889.

Present—The Hon. JOHN H. KEATLEY, District Judge.
The United States

vs. } No. 202. Decree.
76 Fur Seal Skins and One Rifle.

This cause came on to be heard on motion of Whit. M. Grant, United States District Attorney, and it appearing to the Court that the monition had been issued herein and the Marshal returned thereon that he had attached the 76 fur seal skins and one rifle and given due notice as required by law that all persons claiming the same should appear before this Court at ten o'clock A. M. on this September 28th, 1889, at Sitka, and then and there interpose their claims and make their allegations in that behalf, and at 30 said time and date proclamation was duly made as required by law, and no claim having been interposed or appearance entered, or defence filed, it is therefore ordered that all persons interested in the said 76 fur seal skins and one rifle be adjudged in contumacy and default, and the libel of information adjudged taken *pro confesso*.

And said cause having been submitted to the Court upon the pleadings and evidence and the Court being fully advised in the premises, and having filed his findings of fact and conclusions of law herein.

40 It is therefore ordered, sentenced, and decreed by the Court that said 76 fur seal skins and one rifle be and the same are, for the reasons set out in the libel of information herein condemned as forfeited to the use of the United States, and it is further ordered that the Clerk of this Court issue to the Marshal of this District the usual writ of *venditioni exponas*, commanding him to cause the said 76 fur seal skins to be transferred from his office at Unalaska to San Francisco, California, and there to sell the same, and that he sell the one rifle in this District.

50 That he give at least 10 days notice of the time and place of said sales, and to pay the proceeds into Court, to be disposed of according to law.

The Marshal is ordered to keep a separate and detailed account of all the expenses connected with said property, and where the expense is connected with other like property, he will apportion the same and charge the above property with its share of the same separately, and report same to the Court with his report of sales. Said rifle shall not be sold to Indians.

60 JOHN H. KEATLEY,
Judge Dist. Court.

(Endorsed)—No. 202—The United States vs. 76 fur seal skins—Decree.—Filed Sept. 28, 1889.—H. E. Haydon, Clerk.

(Exhibit No. 114.)

Claim No. 16, "Lily."**EXHIBIT No. 114 (G. B.), CLAIM No. 16.**

Certified copy of Decree in proceedings in United States District Court in Alaska in case of United States *vs.* 333 Fur Seal Skins.

And afterwards to-wit, on September 28 the following further proceedings were had in said cause and appear of record, which are in words and figures following, to-wit:

At a stated term of the District Court of the United States in and for the District of Alaska held at Sitka, in said District, on this 28th day of September, 1889.

Present—The Hon. JOHN H. KEATLEY, District Judge.

The United States

vs.

Fur Seal Skins.

{ No. 207.

20 This cause came on to be heard on motion of Whit. M. Grant, United States District Attorney, and it appearing to the Court that the monition had been issued herein and the Marshal returned thereon that he had attached the 333 fur seal skins and given due notice as required by law that all persons claiming the same should appear before this Court at ten o'clock, A. M., on this September 28, 1889, at Sitka, and then and there interpose their claims and make their allegations in that behalf, and at said time and date proclamation was duly made as required by law, 30 and no claim having been interposed or appearance entered, or defence filed, it is therefore ordered that all persons interested in the said 333 fur seal skins be adjudged in contumacy and default, and the libel of information adjudged taken *pro confesso*.

And said cause having been submitted to the Court upon the pleadings and evidence and the Court being fully advised in the premises, and having filed his findings of fact and conclusions of law herein.

It is therefore ordered, sentenced and decreed by the 40 Court that said 333 fur seal skins be and the same are, for the reasons set out in the libel of information herein condemned as forfeited to the use of the United States, and it is further ordered that the Clerk of this Court issue to the Marshal of this District the usual writ of *venditioni exponas*, commanding him to cause the said 333 fur seal skins to be transferred from his office at Ounalaska to San Francisco, California, and there to sell the same.

That he give at least 10 days notice of the time and 50 place of said sales, and to pay the proceeds into Court, to be disposed of according to law.

The Marshal is ordered to keep a separate and detailed account of all the expenses connected with said property, and where the expense is connected with other like property, he will apportion the same and charge the above property with its share of the same separately, and report same to the Court with his report of sales.

JOHN H. KEATLEY,

Judge Dist. Court.

60 (Endorsed)—No. 207.—The United States *vs.* 333 Fur Seal Skins.—Decree.—Filed September 28, 1889.—H. E. Haydon, Clerk.

(Exhibit No. 20.)

United States Exhibit.**EXHIBIT No. 20 (U. S.), CLAIM No. 16.****CERTIFICATE OF BRITISH REGISTRY.**

Ship "Lily."

Particulars of Ship.

- 10 Official Number of Ship, 83,443. Name of Ship, "Lily."
 No., Date and Port of Registry, No. 1, March 15th, 1882;
 Victoria, B. C. No., Date and Port of previous registry
 (if any), First Registry. Whether British or foreign
 built, Foreign. Sailing. Where built, Essex, Mass., U.S.A.
 When built, 1851. Name and address of builders, un-
 known.

No. of Decks.....	One	Length from fore part of stem,	
20 No. of Masts.....	Two	under the bowsprit, to the	
Rigged	Schooner	aft side of the head of stern	
Stern	Square	post	78.5
Galleries	None	Main breadth to outside plank.	21.2
Head	Billet	Depth in hold from tonnage	
Framework.....	Wood	deck to ceiling at midships.	7.5

Particulars of Tonnage.

Gross Tonnage.	In reg. Tons.	Deductions Allowed.	Tons. Nil.
Under Tonnage Deck.....	67.16		
In closures on upper deck....	1.57		
Gross tonnage.....	68.75		
Deductions, as per contra.....			
Registered Tonnage.....	68.75		

I, the undersigned Registrar of Shipping at the Port of
 Victoria, B. C., hereby certify that the ship, the descrip-
 40 tion of which is prefixed to this my certificate, has been
 duly surveyed, and that the above description is true; that
 W. H. Dyer, whose certificate of Competency or Service
 is No. , is the Master of said ship; and that the name,
 Residence and Description of the Owner and the Number
 of sixty-fourths shares held by him are as follows:

Jacob Gutman, of Victoria, B. C., Canada, owns sixty-
 four shares.

Dated at Victoria, B. C., the 26th day of April, one
 thousand eight hundred and eighty-eight.

50 (Endorsed)—I Hereby certify that John Reilly has been
 appointed Master of the within named vessel.—Cus-
 tom House, Victoria, B. C.—A. R. Milne, Col.—No.
 207.—Filed Sept. 28, '89.—H. E. Haydon, Clerk.

(Exhibit No. 115.)

Claim No. 26, "Sayward Costs."**EXHIBIT No. 115 (G. B.), CLAIM No. 26.****DETAILED STATEMENT OF VOUCHERS.****Re "Sayward" costs.**

1890.			
Dec. 30.	J. H. Choates, Retainer.....	\$2,000 00	
IO	J. H. Choates, Counsel fee.....	26,000 00	
			\$27,000 00
1891.			
Feb. 26.	C. Carlisle, a/c fees.....	\$2,000 00	
Mch. 28.	C. Carlisle.....	2,000 00	
May 13.	C. Carlisle.....	5,000 00	
	C. Carlisle, Counsel fee.....	20,000 00	
			29,000 00

**DISBURSEMENTS AND EXPENSES OF
CALDERON CARLISLE.**

1890.			
Dec. 16.	Amount paid for Mr. Sedgewick for telegram to Sir John Thompson.....	\$4 54	
20	Telegrams to Department of Justice.....	19 65	
	Telegrams to A. L. Belyea, Vic., B. C.....	101 64	
	Telegrams from Do.....	157 68	
	Telegrams to John A. Wright, San Francisco.....	30 84	
	Telegrams from Do.....	27 17	
	Miscellaneous telegrams.....	12 04	
1891.			
Jan. 12.	By paid R. O. Polkinhorn for printing Peti- tion, Suggestion and Preliminary Brief; Voucher No. 1.....	268 85	
29.	By paid Ditto for printing Brief in Reply and Additional Brief in Reply; Voucher No. 2.....	240 70	
30 Mch. 20.	By paid Ditto for printing Orders, Minutes, Rule and opinion of Court; Voucher No. 3. By paid Oscar Luckett for special services to Mr. Sedgewick, Mr. Choate, and superin- tendence of printing; Voucher No. 4.....	5 80	
	By paid Wm. G. Johnson for special profes- sional services; Voucher No. 5.....	240 00	
	Expenses of self to, from and during stay at Ottawa; Voucher No. 6.....	278 00	
	By paid George R. Ferry (G. E. Ferry), Cap- tain of "Sayward," expenses of return journey to Victoria; Voucher No. 7.....	78 00	
40	Deposited with Clerk Supreme Court of the United States for costs; Voucher No. 8.....	155 00	
	Refunded to Chas. Strauss amount deposited by him on docketing appeal with Clerk of Supreme Court of United States; Voucher No. 9.....	50 00	
	Miscellaneous; Voucher No. 10.....	25 00	
Mch. 26.	Mr. Carlisle's expenses to New York; Voucher 1.....	8 05	
	By paid U. S. Coast & Geodetic Survey for platting positions of "Sayward," from July 2 to 9th, 1887; Voucher No. 2.....	25 00	
81.	Expenses of Mr. Luckett to New York to ob- tain release from Chas. Strauss; Voucher No. 3.....	15 97	
50 Apl. 2.	By paid Judd & Detweiler for printing record of proceedings in District Court of Alaska; Vchr 4.....	17 30	
	By paid Norris, Peters & Co., for lithograph- ing map; voucher 5.....	529 50	
20	By paid John A. Wright for professional ser- vices; voucher 6.....	80 00	
28.	By paid do. for expenses.....	250 00	
May 1.	Paid M. N. Stansbury for supervising print- ing of record of proceedings in Dist. Court; voucher 7.....	4 00	
60	Paid R. O. Polkinhorn for printing briefs; voucher 8.....	20 00	
	Paid Judd & Detweiler for printing record on appeal; vchr 9.....	986 05	
	Paid J. G. Hodges, binding; vchr 10.....	55 00	
	Telegrams.....	54 75	
	Sundries, express charges, &c.....	7 44	
		13 90	

8,697 77

(Exhibit No. 115.)

Belyea & Gregory's Account for 1890, taxed at..... \$1,800 00

Details of Belyea & Gregory's Bill of Costs
for 1890:

1890.			
Jany. 5.	To amount advanced to Capt. Ferey on going to New York.....	\$140 00	
20.	To amount paid for typewriting documents..	15 75	
Feb'y. 3.	Expenses of messenger to Nanaimo to catch steamer for Sitka.....	10 00	
10	10. Expenses of messenger going to Sitka; transportation.....	103 00	
	Board & general expenses, ditto.....	50 00	
	Paid Clerk of Court.....	50 00	
			368 75

BELYEA & GREGORY, FOR CASH ADVANCES *re* "W. P. SAYWARD," EXCLUSIVE OF AMOUNT ADVANCED AS PER PREVIOUS STATEMENT, AND PAID.

1890.			
20	Dec. 26.	To paid cab hire delivering message to Mr. Belyea.....	50
		Paid telegram to New York <i>re</i> "Sayward".....	3 00
1891.			
	Jan. 3.	Paid cab hire interviewing Judge Drake, Collector of Customs, M. Moss and Captain Warren.....	1 00
	Feb. 17.	Paid cab hire to U. S. consul and boat to Sitka.....	2 00
	18.	Paid on delivery of former telegrams.....	50
		Paid Collector of Customs, Victoria, for forms for messenger to Sitka to expedite copying records.....	7 50
30	Mar. 3.	Paid telegram to T. H. Cooper.....	4 50
		Paid second telegram do.....	1 25
	5.	Paid cab hire twice to outer harbor to Sitka steamer sending instructions to messenger.....	2 00
	19.	Paid U. S. Consul for taking affidavits of J. D. Warren, & cab fare.....	5 25
	24.	Paid transportation of messenger to and from Sitka.....	102 00
		Paid Clerk of Court at Sitka for certified copies of records (voucher).....	165 00
		Paid expenses at Juneau <i>re</i> Delaney affidavit.....	25 00
		Paid expenses at Port Townsend.....	7 00
		Paid expenses at Sitka and general expenses.....	50 00
40	Apr. 14.	Paid telegram from messenger at Washington.....	1 70
	27.	Paid expenses paid by messenger to Washington as follows:	
		Ticket to Chicago & return.....	115 00
		Stateroom to Tacoma.....	1 50
		Pullman to Chicago.....	15 50
		Ticket Chicago to Washington and Pullman.....	22 50
		7 days' meals on train, waiter, porter, hack and baggage transfer charges, &c.....	30 00
50		Expenses at St. Paul, 1 day, including many telegrams, &c., <i>re</i> valise containing papers misent.....	12 00
		Hotel expenses at Washington, hack, baggage, &c.....	35 00
		Ticket, Washington to Chicago.....	18 00
		Pullman on return.....	30 00
		Meals, waiter, porter, hack, and baggage transfer charges on return trip.....	30 00
			\$677 80
		R. O. Polkinhorn; Printing.....	90 50
		Gibson Bros.; Printing.....	70 75
		Johns & Easton; Stanographers.....	144 00
60			805 25
		Less refund from Mr. Carlisle.....	\$62,349 57
			2 46
		Total.....	\$62,347 13

(Exhibits Nos. 116, 117, 118, 119, 120, 121 and (U. S.) 22.)

EXHIBIT No. 116 (G. B.), CLAIM No. 26.

Bound Volumes Nos. I., II. and III. in "Sayward Case" taken from Parliamentary Library of Canada.

By order of the Commissioners, on consent of counsel, this exhibit was returned to counsel for Great Britain and is not printed.

10

Claim No. 24, "Winifred" (Continued).

EXHIBIT No. 117 (G. B.), CLAIM No. 24.

Log book of schooner "Winifred."

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

Claim No. 1, "Carolena" (Continued).

20

EXHIBIT No. 118 (G. B.), CLAIM No. 1.

Sealing Chart (4) showing the position and number of Seals observed in Behring Sea and reported by United States Vessels in 1891.

EXHIBIT No. 119 (G. B.), CLAIM No. 1.

Map No. 1, at page 26 of Senate Document 137, Part 2 (54th Congress), showing area at Northeast Point Rookery occupied by Fur Seals in 1895 as determined by C. H. Townsend, Assistant to U. S. Commission of Fish and Fisheries.

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EXHIBIT No. 120 (G. B.), CLAIM No. 1.

Map No. 2, at page 26 of Senate Document 137, Part 2 (54th Congress), showing area at Polovina Rookery occupied by Fur Seals in 1895, as determined by C. H. Townsend, Assistant to U. S. Commission of Fish and Fisheries.

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EXHIBIT No. 121 (G. B.), CLAIM No. 1.

Map No. 3, at page 26 of Senate Document 137, Part 2 (54th Congress), showing area at Ketavie and Lukannon Rookery and Reef and Garbotch Rookeries occupied by Fur Seals in 1895, as determined by C. H. Townsend, Assistant to U. S. Commission of Fish and Fisheries.

50

United States Exhibits.

EXHIBIT No. 22 (U. S.), CLAIM No. 1.

MEMORANDUM AS TO THE LAW GOVERNING THE RATE OF INTEREST IN BRITISH COLUMBIA.

The first statute upon the subject is an Ordinance passed by the Legislative Council of British Columbia in the time of Governor Seymour, dated the 4th May, 1864, which enacted as follows:—

"In all cases of demands, either at law or in equity, in which the parties shall have made no express stipulation for interest after any definite rate, and in which in England it would be lawful for the Court or the jury to allow interest, it shall be lawful for the jury, or (when-

(Exhibit No. 22 U. S.)

"ever the Court alone has to decide the facts without a jury) the Court to allow such rate of interest as may appear just, not exceeding the rate of one per centum per mensem, to be reckoned from the times at which interest would be calculated in England."

This governed all cases except judgments, which were subject to an Imperial Statute, 1 and 2 Victoria, Chapter 10 110, Section 17, which had been made law in the Province of British Columbia under a general statute introducing the English law as far as applicable to the Colony.

The section of the Imperial Act above referred to is in the following words:—

"17. That every judgment debt shall carry interest at the rate of four pounds per centum per annum from the time of entering up judgment, or from the time of the commencement of this Act in cases of judgments then entered up and not carrying interest until the same shall be satisfied, and such interest may be levied under a writ of execution on such judgments."

The law stood in this shape until the 6th March, 1867, when in consequence of the union between the Colony of Vancouver Island and British Columbia, another ordinance relating to interest was passed, which repealed the Interstate Ordinance of 1864, and by Section 2 enacted as follows:

"2. In all cases of demands, either at law or in equity, in which the parties shall have made no express stipulation for interest after any definite rate, and in which in England it would be lawful for the Court or the jury to allow interest, it shall be lawful for the Court, or (whenever the Court alone has to decide the facts without a jury) for the Court to allow such rate of interest as may be proved just and reasonable, and in cases where not so proved, such rate of interest as may appear just, but not exceeding the rate of one per centum per mensem, to be reckoned from the time at which interest would be calculated in England."

This statute, it will be observed, did not relate to interest on judgments, which are still subject to 1 and 2 Victoria, Cap. 110, Section 17.

In the year 1886, the Dominion Parliament, in pursuance of the powers contained in Section 129 of the British North America Act, passed a statute, Number 44, intituled "An Act respecting Interest in the Province of British Columbia, which provided as follows:

"1: In the Province of British Columbia, in all cases where interest is chargeable or recoverable at law, or by any contract expressed or implied, or upon any judgment of any Court in British Columbia, if the rate of interest has not been agreed upon in writing, such rate shall be six per centum per annum."

"2: In all cases in which judgment is recovered upon any contract in writing, in or by which interest at a higher rate than six per centum per annum has been agreed to be paid, the amount awarded by such judgment shall bear interest at the rate agreed upon, not, however, exceeding twelve per centum per annum."

This Act purported also to repeal the British Columbia Interest Ordinance of 1867, but by a clerical error the Ordinance repealed is stated to be Number 71 instead of Number 91, which was the Ordinance in question.

The provisions of Chapter 44 of the Dominion Statutes were carried forward into the Revised Statutes of Canada,

(Exhibits Nos. 22 and 23 U. S.)

1886, under Chapter 127, from Sections 24 to 27 inclusive.

In 1890 the Dominion Parliament passed another Statute, Number 34, which repealed the section relating to interest in British Columbia contained in the Revised Statutes, Chapter 127 before referred to.

By this means the only clause relating to interest in Chapter 127 was Section 2, in the following words:

10 "2: Wherever interest is payable by the agreement of the parties or by law, and no rate is fixed by such agreement or by law, the rate of interest shall be six per centum per annum."

In the case of the British Columbia Corporation v. Coughlan, reported in 3 British Columbia Reports, at page 273, Mr. Justice Drake held that the provisions of Section 2 applied to British Columbia by reason of the construction to be placed upon the Interpretation Act, Chapter 1 of the Revised Statutes of Canada, 1886, Section 7, of 20 which provides as follows:

"7: In every Act of Parliament of Canada, unless the context otherwise requires, the enactment shall apply to the whole of Canada."

In the case of Reg. v. The Beatrice, Vol. 5, Exchequer Court of Canada Reports, p. 160. Interest at 6% was allowed against the Crown on the amount of damages assessed for the illegal seizure of the ship.

EXHIBIT No. 23 (U. S.), CLAIM No. 1.

LONDON, 30th October, 1889.

Prompt, 18th November, 1889.

ACCOUNT SALES.

Sold by order & for Account of Messrs. CARNE & MUNSIE,
@ p. sale.

Per "VIVA" & "FREMONA."

C. & M. V. 13 Casks Salted Fur Seal Skins.

Lot	20.	24	Middlg. Fur Seal skins, @41/- ea...	49	4 0
	31.	60	Small " " " " " " " "	125	0 0
40	22/24.	190	Large pups " " " " " " " "	399	0 0
	25.	77	Middlg. " " " " " " " "	180	19 0
	26.	77	" " " " " " " "	173	3 0
	27.	88	Small " " " " " " " "	167	4 0
	28/29.	176	" " " " " " " "	324	8 0
	30/31.	141	Ex. Small " " " " " " " "	218	11 0
	32.	13	Large pups " " " " " " " "	18	17 0
	"	10	Middlg. " " " " " " " "	14	10 0
	"	16	Small " " " " " " " "	23	4 0

1,702 2 0

872 Discount 2½%..... 42 11 1

50 1,659 10 11

Sept. 3rd.	Freight on 58 Cks. £162 0 0	Int. 31/6...	163	11 6
	Dock charges & Cartage on 58 Cks.		7	15 4
	Telegrams, &c.....		2	18 8
	Landing charges.....		19	0
	Housing & striking... 872 @ 3/9 p. 100		1	12 8
	Piling away to sorter.. 872 " 1/104 "		16	4
	Weighing for average.. 200 " 3/6 "		5	0
	Cessing for assortment. 872 " 2/6 p. 120		18	2
	Counting at delivery.. 872 " 1/3 "		1	1
	Rent on 872 @ 6 p. 120 p. wk., 10 weeks ..		1	16 4
	Stowing for p. sale, mens time.....		1	4 6

182 6 6

Allowance 20% on £7 2 0..... 1 8 5

180 18 1

Assorting for sale, 872 @ 5/24 p. 100..... 2 6 5

Public sale charges, advertising, &c., 13 lots

@ 2/6 2 5 6

Fire Insurance..... 4 5 1

Brokerage, 2½ per cent..... 42 11 1

282 5 2

£1,427 5 9

(Exhibit No. 24 U. S.)

Ex. "VIVA."

Sales of 30th Oct., 1889, in London, by Culverwell's.
 872 Sealskins netted, after deducting all London charges
 and Ocean and Railway Freight,
 $\pounds 1,427\ 5\ 9 - @\ 4.84 = \pounds 6,908.07 \div 872 = 792\frac{1}{2}$ each.

10

EXHIBIT No. 34 (U. S.), CLAIM No. 1.

LONDON, 30th October, 1889.
 prompt 13th November, 1889.

ACCOUNT SALES.

Sold by order & for Account of Messrs. CARNE & MUNSBIE,
 @ p. sale.

Per "VIVA" & "GRECIAN."

20 C. & M. 37 Casks Salted Fur Seal Skins.
 [V]

Lot	62.	13 Wigs Fur Seal skins @ 34/- ea....	22	2	0
	63.	81 Middlings " " 53/- "....	214	12	0
	64/66.	264 Smalls " " 80/- "....	660	0	0
	67/68.	176 " " 51/- "....	448	16	0
	69/72.	324 Large pups " " 50/- "....	810	0	0
	73.	81 " " " 51/- "....	208	11	0
	74/80.	567 " " " 50/- "....	1417	10	0
	81/82.	184 Middlg " " 53/- "....	478	8	0
	85/86.	280 " " " 53/- "....	742	0	0
	86/87.	138 Small " " 51/- "....	471	15	0
30	88.	46 Large " " 43/- "....	98	18	0
	89.	8 Middlg " " 37/- "....	14	16	0
		18 Small " " 37/- "....	27	15	0
		3 Pieces " " 37/- "....	3	14	0
		<u>2,226</u>			
			5,616	18	0
		Discount 2½%....	140	8	5
			5,476	9	7
		Rate 2.10			

Oct. 21st.	Freight on 80 Casks = £218 16 8 Int. 13/10	219	10	6
	Dock charges & Cartage on 80 Cks.....	11	7	9
40	Telegrams, &c.....	3	4	6
	Landing charges.....	2	10	0
	Housing & striking 2,226 @ 3/9 p. 100	4	8	6
	Piling away to sorter 2,226 " 1/10½ "	3	1	9
	Weighing for average 700 " 2/6 "	0	17	6
	Ceasing for assortment 2,226 " 2/6 p. 120	2	6	8
	Counting at delivery 2,226 " 1/3 "	1	8	2
	Rent on 2,226 @ 6 p. 120 cwt., 4 weeks...	1	17	1
	Shewing for p. sale, mens time, &c.....	2	12	6
		251	14	8
	Allowance 20% on £15 1 11.....	3	0	5
		248	14	3

50	Assorting for sale 2,226 @ 5/2½ p. 100...	5	15	11
	Public sale charges, advertising, &c., 28			
	lots @ 3/6.....	4	18	0
	Fire Insurance.....	14	0	10
	Brokerage 2½ per cent.....	140	8	5
		418	17	5
		£5,062	12	2

Ex. "VIVA."

Sales of 30th Oct., 1889, in London, by Culverwells.
 60 2,226 sealskins netted, after deducting all London charges
 and Ocean and Railway Freight, £5,062 12 2 @
 $4.84 = \pounds 24,563.02 \div 2,226 @ 11.00\frac{1}{2}$ each.

(Exhibit No. 25 U. S.)

EXHIBIT No. 25 (U. S.), CLAIM No. 1.

LONDON, 30th October, 1889.

Prompt 13th November, 1889.

ACCOUNT SALES.

Sold by order & for Account of Messrs. CARNE & MUNSIE,
@ p. sale.

10

Per "MARY TAYLOR" & "FREMONA."

C. & M.
M. T.

6 Casks Salted Fur Seal Skins.

Lot	54.	8 Middlg. Fur Seal skins @ 40/- each.....	16	0	0
	"	68 Smalls " " 40/- "	182	0	0
	55.	47 Large pups " " 36/- "	84	12	0
	56.	48 " " " 36/- "	86	8	0
	57.	49 Middlg. " " 40/- "	98	0	0
	58.	78 Small " " 34/- "	124	2	0
20	59.	41 Ex. " " 30/- "	61	10	0
	60.	16 Large " " 29/- "	23	4	0
	"	10 Middlg. " " 29/- "	14	10	0
	"	8 Small " " 29/- "	8	14	0
		<u>364</u>			
		Discount, 2½%.....		649	0 0
				16	4 6
				<u>682</u>	<u>15 6</u>
Sep.	3rd.	Landing charges.....	8	6	
		Housing & striking..... 364 @ 3/9 p. 100....	13	7	
		Piling away to sorter..... 364 " 1/10½ "	6	10	
30		Weighing for average..... 150 " 2/6 "	3	9	
		Ceasing for assortment..... 364 " 2/6 p. 120....	7	7	
		Counting at delivery..... 364 " 1/3 "	3	10	
		Rent on 364 @ 6 p. 120 p. wk., 10 weeks.....	15	2	
		Showing for p. sale, men's time, &c.....	13	3	
			3	12	5
		Allowance 20% on £8 3 11....	12	9	
			2	19	8
		Assorting for sale..... 364 @ 5/ 2½ p. 100....	19	0	
		Public sale charges, advertising, &c., 7 lots @ 3/6....	1	4	6
		Fire Insurance.....	1	12	5
40		Brokerage, 2½ per cent	16	4	6
				23	0 1
				<u>£609</u>	<u>15 5</u>

Ex. "MARY TAYLOR."

Sales of 30th Oct., 1889, in London, by Culverwells.

364 Sealskins netted, after deducting all London charges and
Ocean and Railway Freight, £609 15 5 @ \$4.84 =
\$2,951.29 ÷ 364 = \$8.10½ each.

50

(Exhibit No. 26 U. S.)

EXHIBIT No. 26 (U. S.), CLAIM No. 1.

LONDON, 27th October, 1890.

Prompt 10th November, 1890.

ACCOUNT SALES.Sold by order & for Account of Messrs. CARNE & MUNSIE,
@ p. sale.

10

Per "NORSE KING" & "VIVA."

C. & M. 17 Casks Salted Fur Seal Skins.
V.

Lot	1.	2 Wigs Salted Fur Seal Skins	@ 84/- ea	168 0 0
"	"	38 Middlings	"	
"	2.	97 Smalls	" 81/-	393 17 0
3/6.	247	Large pupa	" 74/-	913 18 0
7/8.	150	Middlg.	" 78/-	585 0 0
"	77	"	" 79/-	204 3 0
10/13.	278	Small	" 73/-	1,014 14 0
20	14/15.	176 Ex.	" 52/-	487 12 0
"	16.	34 Ex. Ex.	" 48/-	76 10 0
"	17.	6 Smalls out	" 60/-	144 0 0
"	"	16 Large pupa	"	
"	"	8 Middlg.	"	
"	"	18 Small	"	
1,147 Skins.				4,086 14 0

Discount 2 1/2%..... 101 8 4

30	Sept. 29th.	Freight on 22 Cks. = £88 2 6 Int. 10/2.	88 12 8	3,985 5 8
		Sending & shipping off - p. B./L.	18 5	
		Telegrams, &c.	4 3 0	
		Landing charges	1 7 2	
		Housing & striking..... 1,147 @ 3/9 p. 100	2 3 0	
		Piling away to sorter..... 1,147 " 1/10 1/4	1 1 6	
		Weighing for average..... 400 " 2/6	10 0	
		Ceasing for assortment..... 1,147 " 2/6 p. 120	1 3 10	
		Counting at delivery..... 1,147 " 1/3	11 11	
		Rent on 1,147 @ 6 p. 120 p. wk. 6 weeks.	1 8 8	
		Showing for p. sale, men's time, &c.	1 11 10	

Allowance 20% on £8 10 9.. 103 7 0
1 14 2

40

	Assorting for sale..... 1,147 @ 5/2 1/2 p. 100	101 12 10
	Public sale, charges, advertising, &c., 17 lots @ 3/6	2 19 8
	Fire Insurance 1/2%.....	5 1 5
	Brokerage 2 1/2 per cent.	101 8 4
		214 1 9

E. E.
Culverwells Bros. & B.

£2,741 8 11

Ex. "VIVA" & "PATHFINDER."

50 Sales of 27th October, 1890, in London, by Culverwells.
1,147 Sealskins netted, after deducting all London charges, including Ocean and Railway Freight, £3,741 8 11 @ 4.84 = \$18,107.38. \$18,107.38 ÷ 1,147 = \$15.79 per skin.

(Exhibit No. 27 U. S.)

EXHIBIT No. 27 (U. S.), CLAIM No. 1.LONDON, 4th July, 1889.
prompt 18th, 1889.**ACCOUNT SALES.**Sold by order & for Account of Messrs. CARNE & MUNSIE,
@ p. sale.

10

Per "MARY TAYLOR."

C. & M. T. 6 & pt. 1. *Casks Salted Fur Seal Skins.*

Lot 16.	5 Middlg. Salted Fur Seal Skins, @ 44/- ea.	11 0 0
	41 Small " " 44/- "	90 4 0
17.	79 Large pups " " 44/- "	173 16 0
18.	72 Middlg. " " 46/- "	162 0 0
19.	82 Small " " 37/- "	151 14 0
20.	38 Ex. " " 19/- "	36 2 0
21.	31 Large " " 39/- "	44 19 0
	16 Middlg. " " 29/- "	23 4 0
20	17 Small " " 39/- "	24 18 0
	881	717 12 0

Discount 2½%..... 17 18 10
699 18 2

June 24th.	Landing charges, telegrams, &c.....	1 8 9
	Housing and striking, 381 @ 2/9 p. 100	14 3
	Piling away to sorter, 381 " 1/10½ "	7 2
	Weighing for average, 100 " 2/6 "	2 6
	Cessing for assortment, 381 " 2/6 p. 120	7 11
	Counting at delivery, 381 " 1/3 "	4 0
	Rent on 381, @ 6 p. 120 p. wk., 4 weeks...	6 4
	Showing for p. sale, lotting, &c.....	11 8
		3 17 2
	Allowance, 20% on £2 13 8.....	10 8
		3 6 6
	Assorting for sale, 381 @ 5/24 p. 100....	19 10
	Public sale, charges, advertising, &c., 6 lots @ 3/6.....	1 1 0
	Fire insurance, ½.....	1 15 10
	Commission, 2½ per cent.....	17 18 10
		25 2 0

40

£674 11 2

E. E.

Culverwell, Brooks & Co.

Ex. "MARY TAYLOR."

Sales of 4th July, 1889, in London, by Culverwell, Brooks
& Co.381 Sealskins netted after deducting all London charges
and Ocean and Railway Freight, £674 11 2 @ 4.84
= \$3,264.86 ÷ 381 = \$8.57 per skin.

50

(Exhibits Nos. 28 and 29 U. S.)

EXHIBIT No. 28 (U. S.), CLAIM No. 1.

(Copy.)

ACCOUNT SALE of Fur Sealskins received per "Denmark" by consignment and for account of J. Boscowitz, Esq're, Victoria, B. C.

		Lot.	Skins.			
10	[B]	592	112 M. & Sms.	88/-	301 12 0	
		592/4	244 Smalls	"	489 4 0	
		592/6	201 La Pups.	"	361 12 0	
		597	122 Mddg. Pups.	88/-	320 16 0	
		598	67 Sm.	83/-	107 4 0	
		599	29 Ex. Sm.	25/-	54 12 0	
		600	61 Skins, Low & cut.	26/-	79 6 0	
		629	72 M. & Sms.	31/-	116 6 0	
		630	105 La Pups.	33/-	172 5 0	
		631	104 " "	32/-	166 8 0	
20	Ck. 1/12.	632/3	220 Mddg. Pups.	33/-	379 10 0	
		634	201 Sm.	31/-	311 11 0	
		635	154 Ex. Sm.	28/-	177 2 0	
		636	69 Ex. Ex. Sm. Pups.	31/-	72 9 0	
		637	3 Wigs	27/-	4 1 0	
		638	66 Sms. &c., Low cut, &c.	23/-	75 18 0	
		639	84 Ex. Sm. Pups.	14/-	58 16 0	
		640	89 Sms. &c., Pinky.	26/-	116 14 0	
		641	128 Sm. Pups. &c.	18/-	115 4 0	
		642	101 Grey Pups.	7/-	35 7 0	
30		643	18 " &c.	2/6	1 12 6	
		2,274				
		2,278				
			Discount 2 1/2%.		52 8 10	
		28	Empty Casks.	1/9		3,215 3 8
						3 6 6
		Charges:				
		Landing c. Dock.		2 11 10		3,218 10 2
		Cartage		2 7 6		
		Freight		101 3 8		
		Marine Insurance		22 6 3		
		Commission 4%		128 14 10		
40	E. E.				257 4 1	
			Net Proceeds. Cash 9th Dec. 1887.			£3,961 6 1
			London, 9th Dec., 1887.			

EXHIBIT No. 29 (U. S.), CLAIM No. 1.

Report Inwards by G. M. O. Hansen, master schooner "Adele," dated at Victoria, B. C., September 11, 1890.

By order of the Commissioners, on consents of counsel, this exhibit is not printed.

(Exhibits Nos. 122, 123 and 124.)

EXHIBIT No. 122 (G. B.), CLAIM No. 1.LONDON, 4th July, 1889.
prompt 18th, 1889.**ACCOUNT SALES.**

Sold by order and for Account of Messrs. CARNE & MUN-

SIE @ p. sale.

Per "VIVA."

10

C. & M. 9 & pt. 1 Casks Salted Fur Seal Skins.

Lot 1.	87 Small Fur Seal Skins @ 45/- ea.	180	15	0
2/3.	146 Large pups " " 53/- " "	379	12	0
4.	77 Middig. " " 51/- " "	196	7	0
5.	77 " " " 53/- " "	300	4	0
6/7.	162 Small " " 44/- " "	356	8	0
8.	49 Ex. " " 30/- " "	73	10	0
9.	4 Large " " 40/- " "	8	0	0
	6 Middig. " " 40/- " "	12	0	0
			1,376	16 0

20

588				
Discount, 2½%			34	8 5

1,342 7 7

June 24th.	Landing charges, telegrams, &c.	1	15	0
	Housing & striking... 588 @ 2/9 p. 100.	1	2	1
	Piling away to sorter... 588 " 1/10½ " "		11	0
	Weighing for average... 130 " 2/6 " "		3	0
	Cessing for assortment... 588 " 2/6 p. 120.		12	8
	Counting at delivery... 588 " 1/8 " "		6	2
	Rent on 588 @ 6 p. 120 p. wk., 4 weeks...		9	10
	Shewing for p. sale lotting, &c.		16	11

30

Allowance 20% on £4 1 3	5	16	8
	10	3	

Assorting for sale, 588 @ 5/3½ p. 100	5	0	0
Public sale charges, advertising, &c., 9 lots @ 3/6	1	10	8
Fire Insurance, ½%	1	11	6
Commission, 2½ per cent.	34	8	5

£1,296 8 2

40

E. E.
CULVERWELL & BROOKS.

Ex. "VIVA."

Sales of 4th July, 1889, in London by Culvewell, Brooks
& Co.588 Sealskins netted, after deducting all London charges,
including Ocean and Railway Freight:

£1,296 8 2 @ 4.84 = 6274.62

£6,274.62 ÷ 588 = 10.67 per skin.

50

Claim No. 12, "Little Triumph."**EXHIBIT No. 123 (G. B.), CLAIM No. 12.**Transcript of Registry, little "Triumph," July 31, 1872
January 24, 1889.To Commissioners, on consent of counsel, this exhibit is
not printed.

60

Claims Nos. 2, 6, 7, 9 and 10 (Continued).**EXHIBIT No. 124 (G. B.), CLAIMS Nos. 2, 6, 7, 9 and 10.**Copy of Bavarian certificate of birth of Joseph Bosco-
witz, with certified translation into English. This cer-

(Exhibits Nos. 125 and (U. S.) 30.)

tificate has already been printed in full at page 1964 of the Record and by order of the Commissioners, on consent of counsel, is not now printed again.

Claims Nos. 3 and 18 (Continued).

EXHIBIT No. 125 (G. B.), CLAIMS Nos. 3 and 18.

10 Certified copy of Certificate of Naturalization under Naturalization Act, Canada, 1881, dated October 16, 1886. This certificate is printed in full at page 1957 of the Record, and by order of the Commissioners, on consent of counsel, is not now printed again.

Claim No. 3 "Thornton" (Continued).

United States Exhibit.

20

EXHIBIT No. 30 (U. S.), CLAIM No. 3.

THE NATURALIZATION ACT, CANADA.

Certificate Under Section 10.

I, Gordon Hunter, of the City of Victoria, British Columbia, do certify that Joseph Boscowitz, an alien, on the first day of November, 1895, subscribed and took before me the oaths of residence and allegiance authorized by the eighth section of the Naturalization Act, Canada, 30 and therein swore to a residence in Canada of five years; that I have reason to believe, and do believe, that the said Joseph Boscowitz, within the period of five years preceding the said day, has been a resident within Canada for five years; that the said Joseph Boscowitz is a person of good character, and that there exists, to my knowledge, no reason why the said Joseph Boscowitz should not be granted all the rights and capacities of a natural-born British subject.

Dated at Victoria, B. C., the first day of November, 40 1895.

GORDON HUNTER.

I hereby certify the foregoing to be a true and correct of certificate issued to Joseph Boscowitz re Naturalization Act, and filed in this office.

Dated 14th Jany., 1897.

ARTHUR KEAST,
Dep. Regt. Cy. Ct.

THE NATURALIZATION ACT, CANADA.

Certificate of Naturalization.

50

Dominion of Canada, }
Province of British Columbia. }

In the County Court of Victoria, holden at Victoria, Whereas Joseph Boscowitz, formerly of Floss, Bavaria, Germany, and now of the City of Victoria, Province of British Columbia, Dominion of Canada, merchant, has complied with the several requirements of the Naturalization Act, Canada, and has duly resided in Canada for the period of five years; and whereas the certificate granted 60 to the said Joseph Boscowitz, under the eighth section of the said Act, has been duly read in open court, and thereupon, by order of the said Court, has been filed of record in the same pursuant to the said Act.

This is therefore to certify to all to whom it may concern that, under and by virtue of the said Act, Joseph

(Exhibit No. 30 U. S.)

Boscowitz has become naturalized as a British subject, and is, within Canada, entitled to all political and other rights, powers and privileges, and is subject to all obligations to which a natural-born British subject is entitled or subject within Canada, with this qualification that he shall not, when within the limits of the Foreign State of which he was a subject, previous to the date hereof, be deemed to be a British subject unless he has ceased to be a subject of that State in pursuance of the laws thereof, or in pursuance of a treaty or convention to that effect.

Given under the seal of the said Court, this seventh day of November, one thousand eight hundred and ninety-five.

ARTHUR KEAST,
Dep. Registrar.

I hereby certify the foregoing to be a true and correct
of certificate of naturalization issued to Joseph Boscowitz.
20 Dated 14th Jan., 1897.

ARTHUR KEAST,
Dep. Registrar.

THE NATURALIZATION ACT, CANADA.

Oath of Residence.

I, Joseph Boscowitz, do swear that, in the period of five years preceding this date, I have resided five years in the Dominion of Canada with intent to settle therein, without having been during such five years a stated resident
30 in any Foreign Country. So help me God.

Signature. JOSEPH BOSCOWITZ.

Sworn before me at the City of }
Victoria, on the first day of }
November, 1895.

GORDON HUNTER,
Commissioner for taking oaths in
the Superior Court of British
Columbia.

40

OATH OF ALLEGIANCE.

I, Joseph Boscowitz, do sincerely promise and swear that I will be faithful and bear true allegiance to Her Majesty Queen Victoria, as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of the Dominion of Canada, dependent on and belonging to the said Kingdom, and that I will defend Her to the utmost of my power against all traitorous conspiracies or attempts whatever which shall be made against Her Person, Crown, and Dignity and that I will do my utmost endeavour to dis-
50 close and make known to Her Majesty, Her Heirs or Successors, all treasons or traitorous conspiracies, and attempts, which I shall know to be against Her or any of them; and all this I do swear without any equivocation, mental evasion, or secret reservation. So help me God.

Signature. JOSEPH BOSCOWITZ.

Sworn before me at the City of }
Victoria, on the first day of }
November, 1895.

60

GORDON HUNTER,
A Commissioner for taking oaths
in the Supreme Court of British
Columbia.

(Exhibits Nos. 126 and 127.)

I hereby certify the within to be a true and correct copy of the Oaths of Residence and Allegiance sworn to by Joseph Boscowitz on 1st November, 1895, and placed on file in this office.

Dated 14 Jan'y/97.

ARTHUR KEAST,
Dep. Regr. Clerk.

10

Claims Nos. 2, 6, 7, 9 and 10 (Continued).

EXHIBIT No. 126 (G. B.), CLAIMS Nos. 2, 6, 7, 9 and 10.

School Register, Joseph Boscowitz, 1841-1842.

By order of the Commissioners, on consent of counsel, this exhibit is not printed.

Claim No. 8, "Alfred Adams" (Continued).

20

EXHIBIT No. 127 (G. B.), CLAIM No. 8.

I hereby certify the annexed paper writing marked with the letter "A" to be a full, true and correct copy of the copy Bill of Sale on file in my office and of every affidavit thereto and endorsement thereon, of which same purports to be a copy, as examined by me.

As witness my hand and seal of office at Victoria, British Columbia, this 28th day of January, 1897.

A. Y. WOOTON,
Registrar General.

30

[SEAL.]

I, HENDERSON FIENNES CLINTON, of Victoria, British Columbia, make oath and say as follows:

1. That the paper writing hereunto annexed and marked A, is a true copy of a Bill of Sale, and of every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by Moritz Gutmann.

2. That the Bill of Sale was made and given by the said Moritz Gutmann on the 9th day of November, in the year of Our Lord one thousand eight hundred and eighty-eight.

3. That I was present and did see the said Moritz Gutmann in the said Bill of Sale mentioned, and whose name is signed thereto sign and execute the same on the said 9th day of November, in the year aforesaid.

4. That the said Moritz Gutmann at the time of making and giving the said Bill of Sale, resided and still resides at Victoria, B. C., and then was and still is a trader.

5. That the name of H. Fiennes Clinton set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me this deponent, and that I reside at Victoria, B. C., and am a student-at-law.

H. FIENNES CLINTON.

Subscribed to and sworn before me this 16th day of November, 1888.

J. ROLAND FLETT,
S. Y. W.
R. G.

60

"A."

This is the Exhibit marked "A," referred to in the affidavit of H. F. Clinton, sworn before me this 16th day of November, 1888.

J. ROWLAND HETT,
N. P.

(Exhibit No. 127.)

THIS INDENTURE made this eighth day of November, one thousand eight hundred and eighty-eight Between Moritz Gutman, of Victoria British Columbia, Administrator of the estate and effects of Jacob Gutmann, late of Victoria aforesaid, deceased, of the first part, and Alexander Frank of the same place of the Second part, Whereas the said Alexander Frank and Jacob Guttman were formerly partners in the business of traders under the firm name of Gutmann & Frank. And Whereas the said Jacob Gutmann has been some time dead, and Whereas the said Jacob Gutmann and Alexander Frank were partners as above mentioned at the time of the death of the said Jacob Gutmann. And whereas letters of administration of the estate and effects of the said Jacob Gutmann, deceased were, on the 2nd day of October, 1888, duly granted to the said Moritz Gutmann; And Whereas the said partnership at the time of the death of the said Jacob Gutmann had a claim against the United States of America to the amount of twenty thousand four hundred and thirty-three dollars; And Whereas the said Claim is still in dispute and unpaid.

And Whereas it has been agreed between the parties to these presents that the said Moritz Gutmann shall assign, grant and convey unto and to the use of the said Alexander Frank all and singular the property of the said partnership set out in the first schedule hereto for the considerations herein mentioned; And Whereas, it is estimated that the liabilities of the said partnership exceed the assets thereof by the sum of eight hundred and ninety-nine dollars and fifty-seven cents (\$899 57); And Whereas, in making such estimate there has been included in the said assets of the said partnership all that piece or parcel of land being part of Section 3, Victoria District, British Columbia (now within the limits of the City of Victoria), containing in the whole one acre more or less and known as the site of the "Lion Brewery," and valued at five thousand dollars in such estimate, and there has been included in the said liabilities of the said partnership a mortgage or mortgages on the said real estate to the amount of two thousand two hundred dollars. And Whereas, if from the assets as aforesaid there be deducted the said real estate and from the said liabilities the said mortgage or mortgages the liabilities of the said partnership exceed the assets thereof by the sum of three thousand six hundred and ninety-nine dollars and fifty-seven cents.

Now this Indenture Witnesseth, that in consideration of the premises and in consideration of the covenants hereinafter contained by the said Alexander Frank, his executors, administrators or assigns to be performed. The said Moritz Gutmann doth hereby grant, assign and convey unto and to the use of the said Alexander Frank, his heirs, executors, administrators and assigns all the estate, right, title and interest of him, the said Moritz Gutmann, as the administrator of the estate and effects of the said Jacob Gutman in and to all and singular the property in the first schedule hereto contained of what nature soever. And the said Alexander Frank doth hereby in consideration of the premises and of the covenants herein contained by the said Moritz Gutmann, his executors and administrators to be performed covenant with the said Moritz Gutmann, his executors and administrators that he the said Alexander Frank, his executors and administrators will assume and

(Exhibit No. 127.)

discharge all and singular the liabilities of the said partnership in the second schedule hereunto contained and will fully indemnify the said Moritz Gutmann, his executors and administrators against all claims thereon of what nature soever.

And this indenture further witnesseth that it is hereby agreed by the parties hereto that the said Alexander Frank shall have a charge upon the share of the said Moritz Gutmann as administrator as aforesaid of the proceeds of the aforementioned claim against the United States of America to the amount of four hundred and forty-nine dollars and seventy-nine cents together with interest thereon at the rate of eight per cent. per annum from the date hereof until the said claim shall be paid by the United States of America either wholly or in part. And the said Moritz Gutmann hereby covenants with the said Alexander Frank that he will out of the first moneys coming into his hands or control being the proceeds or part proceeds of the claim against the United States of America pay to the said Alexander Frank the sum of four hundred and forty-nine dollars and seventy-nine cents as aforesaid, with interest thereon as aforesaid provided that the said Alexander Frank shall not bring any action to recover the said sum of four hundred and forty-nine dollars and seventy-nine cents and interest thereon as aforesaid until such time as the aforesaid claim against the United States of America is so far settled that the said Moritz Gutmann shall have a sufficeint sum of money in his hands or control being the proceeds of such claim to pay the said sum of four hundred and forty-nine dollars and seventy-nine cents and interest thereon as aforesaid.

And this Indenture Further Witnesseth that for the considerations herein mentioned to him moving it is hereby agreed between the parties hereto that the said Moritz Gutmann shall within one month from the date hereof obtain a good title to the interest of the said Jacob Gutmann in the real estate herein mentioned, and give to the said Alexander Frank a good conveyance of the same free from all encumbrances except such as exist at the date hereof. And it is further agreed that if the said Alexander Frank shall sell the real estate for a price greater than five thousand five hundred dollars at any time before the first day of June, 1889, then the said Alexander Frank will pay to the said Moritz Gutmann one-half of the difference between such selling price and the sum of five thousand dollars, provided that if the said Moritz Gutmann do find a *bona fide* purchaser before the 1st day of June, 1889, for a price exceeding five thousand five hundred dollars, the said Alexander Frank will give a good conveyance of the said real estate to such purchaser.

In Witness Whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

MORITZ GUTMANN [SEAL.]
ALEXANDER FRANK [SEAL.]

Signed, sealed and delivered }
in the presence of }

60 H. FIENNES CLINTON.

(Exhibits Nos. 127 and 128.)

Schedule 1.

All the interest of Moritz Gutmann in the following :

All the property of the said firm at Clayoquot station.....	\$4,004 46
All whaling gear, the property of the said firm.....	321 93
All the stock in trade of the said firm at Victoria.....	504 58
10 All the interest of the said firm in the Real Estate in the foregoing deed described.....	5,000 00
All merchandise on board the schooner "Lily,".....	1,537 71
All book accounts of said firm.....	1,689 01
Bills and notes receivable.....	1,224 20
Cash in hand.....	41 40
All other property and choses in action of the said firm, estimated at.....	3,000 00

MORITZ GUTMANN,
ALEXANDER FRANK.

20 Witness :
H. FIENNES CLINTON.

Schedule 2.*Liabilities.*

Due S. H. Frank & Co.....	\$10,589 32
Due H. Gutmann.....	89 00
Bills and notes payable.....	1,000 00
30 Mortgages on real estate referred to in the foregoing deed.....	2,200 00
Due to Fred. Thornberg.....	700 00
Sundry accounts.....	2,500 00
Due the Bank of British Columbia.....	2,490 54
Due Clayoquot Indians.....	385 00

MORITZ GUTMANN,
ALEXANDER FRANK.

Witness :
H. FIENNES CLINTON.

40

Claim No. 1, "Carolena" (Continued).**EXHIBIT No. 128 (G. B.), CLAIM No. 1.****THE NATURALIZATION ACT, CANADA.****Oath of Residence.**

I, John Andrew Bechtel, better known as Andrew J. Bechtel, do swear that, in the period of 18 years preceding this date, I have resided 18 years in the Dominion of
50 Canada with intent to settle therein, without having been during such 18 years a stated resident of any Foreign Country. So help me God.

(Signature) JOHN ANDREW BECHTEL.

Sworn before me at Victoria, B. C., on the 7th day of April, 1892.

(Signed) THOS. SHOTBOLT.

OATH OF ALLEGIANCE.

I, John Andrew Bechtel, better known as Andrew J. Bechtel, do sincerely promise and swear that I will be
60 faithful and bear true allegiance to Her Majesty Queen Victoria, as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of the Dominion of Canada, dependent on and belonging to the said Kingdom,

(Exhibit No. 128.)

and that I will defend her to the utmost of my power against all traitorous conspiracies or attempts whatever which shall be made against Her Person, Crown, and Dignity, and that I will do my utmost endeavour to disclose and make known to Her Majesty, Her Heirs or Successors, all treasons or traitorous conspiracies, and attempts, which I shall know to be against Her or any of them; and all this I do swear without any equivocation, mental evasion, or secret reservation. So help me God.

(Signed) JOHN ANDREW BECHTEL.

Sworn before me at Victoria, B. C., this 7th day of April, 1892.

(Signed) THOS. SHOTBOLT, J. P.

THE NATURALIZATION ACT, CANADA.

Certificate Under Section 10.

20 I, Thomas Shotbolt, of Victoria, British Columbia, do certify that John Andrew Bechtel, better known as Andrew J. Bechtel, an alien, on the seventh day of April, 1892, subscribed and took before me, the Oaths of Residence and Allegiance authorized by the eighth section of *The Naturalization Act, Canada*, and therein swore to a residence in Canada of 18 years; that I have reason to believe, and do believe, that the said John Andrew Bechtel, better known as Andrew J. Bechtel, within the period of 18 years preceding the said day, has been a resident within 30 Canada for 18 years; that the said John Andrew Bechtel, better known as Andrew J. Bechtel, is a person of good character, and that there exists, to my knowledge, no reason why the said should not be granted all the rights and capacities of a natural-born British subject.

Dated at Victoria, B. C., the seventh day of April, 1892.

(Signed) THOS. SHOTBOLT, J. P.,

59 Johnson St.
Victoria, B. C.

40

THE NATURALIZATION ACT, CANADA.

Certificate of Naturalization.

Dominion of Canada, }
Province of British Columbia. }

In the County Court of Victoria holden at Victoria.

Whereas John Andrew Bechtel better known as Andrew Bechtel, formerly of United States of America, and now of the City of Victoria, Province of British Columbia, Dominion of Canada, Hotel Keeper, has complied with the several requirements of *The Naturalization Act, Canada*, and has duly resided in Canada for the period of 18 years: 50 And whereas the certificate granted to the said John Andrew Bechtel better known as Andrew Bechtel, under the eighth section of the said Act, has been duly read in open Court, and thereupon, by order of the said Court has been filed of record in the same pursuant to the said Act.

This is therefore to certify to all to whom it may concern that under and by virtue of the said Act, John Andrew Bechtel better known as Andrew Bechtel, has become 60 naturalized as a British subject, and is, within Canada, entitled to all political and other rights, powers and privileges, and is subject to all obligations to which a natural-born British subject is entitled or subject within Canada, with this qualification that he shall not, when within the

(Exhibit No. 128.)

limits of the Foreign State of which he was a subject, previous to the date hereof, be deemed to be a British subject unless he has ceased to be a subject of that State in pursuance of the laws thereof, or in pursuance of a treaty or convention to that effect.

Given under the seal of the said Court, this Twenty-first day of April, one thousand eight hundred and ninety-two.

(Signed)

ARTHUR KEAST,

Dep. Register.

10

(Exhibit No. 51.)

ADDENDA.

10

EXHIBIT No. 51 (G. B.), CLAIM No. 2.

(This exhibit, referred to above at page 105, has been designated for printing by counsel for Great Britain, since the foregoing exhibits were printed.)

THE CALIFORNIA INSURANCE CO.
Surveyor's Report
on

20 Name, Flag and Rig B. Screw Steamer "Thornton"
By request of Henry Saunders.

Captain	Colin Clunes.
Tons	29 ³³ / ₁₀₀ .
Decks	One.
When and where built	1861, Dungeney.
Builders	Cannot ascertain.
Material	Pine.
Fastenings	Copper, Iron.
30 When metallled	Uncertain.
When caulked	Do.
Draft Loaded	5 feet.
Hails from	Victoria.
Owned by	J. D. Warren.
Dimensions	Length, feet; Breadth, feet; Depth, feet.
Model	Medium.
Cables	Two. 120 fathm. Hawsers.
Anchors	Two.
40 Boats	One.
Rigging	Wire.
Sails	One suit, $\frac{1}{2}$ wore.
Spears	Two.
Rate	A No rate.
Trade engaged in	Coal trade.

REMARKS.

I hereby certify that I have this day surveyed the above described Schooner assisted by Wm. Cavin, Ship Carpenter we both found her in pretty fair Order, Seaworthy.

Surveyed at Victoria, B. C. Nov. 16th, 1883.

H. G. LEWIS,
Marine Surveyor.

(Exhibit No. 75.)

EXHIBIT No. 75 (G. B.), CLAIM No. 4 (Continued).

(The following extracts from memorandum book for 1886 of Schooner "Favourite," Exhibit No. 75 (G. B.), referred to above at page 188, have, since the printing of the foregoing exhibits, been selected for printing, by counsel for Great Britain, and are here printed at their request.)

Positions of Schooner "Favourite" in Behring Sea, August 1st—19th, 1886.

August 1st,	*	*	*	lat. 55° 17' N., long. 168° 17' W.
August 2nd,	*	*	*	lat. 54° 50' N., long. 168° 49' W.
August 3rd,	*	*	*	lat. 54° 40' N., long. 168° 50' W.
August 4th,	*	*	*	lat. 54° 39' N., long. 169° 23' W.
20 August 5th,	*	*	*	lat. 54° 35' N., long. 168° 40' W.
August 6th,	*	*	*	lat. 54° 50' N., long. 170° 07' W.
August 7th,	*	*	*	lat. 55° 06' N., long. 170° 40' W.
August 8th,	*	*	*	lat. 54° 51' N., long. 170° 49' W.
August 9th,	*	*	*	lat. 54° 46' N., long. 171° 01' W.
August 10th,	*	*	*	lat. 55° 03' N., long. 170° 40' W.
August 11th,	*	*	*	lat. long.
August 12th,	*	*	*	lat. long.
August 13th,	*	*	*	lat. 54° 45' N., long. 168° 17' W.
30 August 14th,	*	*	*	lat. 55° 24' N., long. 168° 35' W.
August 15th,	*	*	*	lat. 55° 30' N., long. 169° 10' W.
August 16th,	*	*	*	lat. 56° 15' N., long. 166° 45' 30" W.
August 17th,	*	*	*	lat. 55° 40' N., long. 165° 30' W.
August 18th,	*	*	*	lat. 55° 12' N., long. 165° 40' W.
August 19th,	*	*	*	in Ounimack Pass.

